BSA Claims Service *Claims Administration and Adjusting Corporation* 110 E. Broward Blvd. Suite 1700 Fort Lauderdale, FL 33301 877.761.2332 Toll Free 888.415.7164 Facsimile corporate@BSAClaims.com www.BSAClaims.com



# **Adjuster Application**

Note: There are FIVE digital signatures required to complete this application. Adobe Acrobat free reader may prompt you to "save" and "replace" your file each time you digitally insert your signature.

FIRST NAME		MIDDLE NAME		LAST NAME
STREET ADDRE	SS			
CITY		S	TATE	ZIP CODE
DOB		SS NUME	BER	
CELL PHONE		WIRELE	SS CARRIE	ER (Provider)
EMAIL ADDRESS	;			
EMERGENCY C	ONTACT			CONTACT PHONE
RELATIONSHIP	TO ADJUST	ΓER		
FLORIDA LICENS	E NUMBER			DATE EXP
LICENSE TYPE:				
APPOINTMENT	COMPANY	SELF		
OTHER LICENSI	ES:			
STATE	LICEN	SE NUMBER		DATE EXP
STATE	LICEN	SE NUMBER		DATE EXP
NFIP FCN#:		Bilingual?	List	t languages
XACTNET ADDR	ESS			
ESTIMATING SO	FTWARE PF	ROFICIENCY	SIMBIL	LITY HALL SWIFT
Check this bo information p			DATE	_



CLAIMS SERVICE			
Qualifications (Adjusting History)			
List your years of experience to Field and Desk		alification Tab in CAl or each category.	S, noting both
Non-Litigated			
Total property adjusting experience	Number of Years	Field Experience (YES/NO)	Desk Experience (YES/NO)
MCM Claims			
Mobile Home			
Sinkhole Claims			
Team Lead			
Non-Weather Water Loss			
Large Loss			
Litigated			
Total property adjusting experience	Number of Years	Field Experience (YES/NO)	Desk Experience (YES/NO)
Appraisal			
Litigation			
Mediation			
3rd Party Liability			
Legislative Complaints			
DFS			
Residential Team Lead			
Commercial Team Lead			

Check this box to confirm accuracy of information provided on this page

COMMERCIAL PROPERTY	# of Years	Field Experience (YES/NO)	Desk Experience (YES/NO)
Adjuster*			
General Adjuster			
Executive General Adjuster			
Team Lead			
QA: QUALITY ASSURANCE	# of Years	Field Experience (YES/NO)	Desk Experience (YES/NO)
Residential			
Commercial			
Team Lead			

Position Specific (	
(*Required for designees with recommended qualifications in	
Litigatio	on
# of times deposed as a fact witness?	
# of times deposed as a corporate representative?	
# of times you have participated in mediation (under litigation process not DFS)?	
Highest litigation pending and how long was it handled?	
Appraisal / Me	ediation
# years of disputed claim resolution experience via appraisal process?	
# of claims handled in Appraisal (negotiations with insureds, attorneys, public adjusters & other carriers)?	
# of times you have participated in DFS Mediation?	
Commercial P	roperty
Xactimate experience in years. How do you rate your knowledge level? Beginner, Intermediate, Advanced?	
Years of commercial construction experience? Your specific role?	
Largest commercial property non-cat claim handled in last 3 years? Describe.	
Number of commercial propertynon-cat claims handled in the past 2 years?	
Number of commercial property non-cat claims handled in the last 12 months?	
Number of commercial property non-cat claims handled in the last 6 months?	
Describe the types of commercial property claims you have handled?	
Sinkhole C	laims
Years experience with Claims ADR processes (arbitration, mediation, appraisal or a neutral evaluation)	
# of claims handled >100K GCA in the last 5 Years.	
Last year handled sinkhole claims and location of handling (State and Counties)	
Experience in taking recorded statements	Select One
# claims handled in which professional services (i.e. engineer, appraiser, etc) were involved in claim handling in the last 5 years	
Knowledge of Sinkhole investigation and remediation techniques	Select One
Non Weather W	ater Loss
List any IICRC certifications	
Prior experience with Non-Catastrophe claims in South Florida	
Experience in on-site estimating	

Check this box to confirm accuracy of information provided on this page

## Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

	2 Business name/disregarded entity name, if different from above	
s on page 3.	<ul> <li>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</li> <li>Individual/sole proprietor or</li> <li>C Corporation</li> <li>S Corporation</li> <li>Partnership</li> <li>Trust/estate single-member LLC</li> </ul>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
rint or type. Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	Exemption from FATCA reporting
۲۲ Specific I	is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name	and address (optional)
0)	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	Taxpayer Identification Number (TIN)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social security number				
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>					
TIN, later.	or				
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer identification number				
Number To Give the Requester for guidelines on whose number to enter.					
Part II Certification					

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of	
nere	U.S. person ►	Date ►

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



U.S. Citizenship and Immigration Services

START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

than the first day of employment, but not be         Last Name (Family Name)         Fi         Address (Street Number and Name)		First Name (Given Name)			Middle Initial	Other Last Names Used (if any)			
			Apt. Number City or Tow		City or Town	1	State ZIP Code		
Date of Birth (mm/dd/yyyy) U.S. Social Security Nu		curity Num	ber	Employ	/ /ee's E-mail Add	ress		Employee's	Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

1. A citizen of the United States				
2. A noncitizen national of the United States (See ins	structions)			
3. A lawful permanent resident (Alien Registration	Number/USCIS Number):			
4. An alien authorized to work until (expiration date Some aliens may write "N/A" in the expiration date	field. (See instructions)	QR Code - Section 1		
Aliens authorized to work must provide only one of the f An Alien Registration Number/USCIS Number OR Form		Do Not Write In This Space		
1. Alien Registration Number/USCIS Number: OR				
2. Form I-94 Admission Number: OR				
3. Foreign Passport Number:				
Country of Issuance:				
Signature of Employee	Today's Date (mm/do	Today's Date (mm/dd/yyyy)		
I did not use a preparer or translator.	rer(s) and/or translator(s) assisted the employee in completi			
(Fields below must be completed and signed when		completing Section 1.)		
☐ I did not use a preparer or translator. ☐ A prepar (Fields below must be completed and signed when attest, under penalty of perjury, that I have ass	rer(s) and/or translator(s) assisted the employee in completi preparers and/or translators assist an employee in a sisted in the completion of Section 1 of this form	completing Section 1.)		
☐ I did not use a preparer or translator. ☐ A prepar (Fields below must be completed and signed when I attest, under penalty of perjury, that I have ass knowledge the information is true and correct.	rer(s) and/or translator(s) assisted the employee in completi preparers and/or translators assist an employee in a sisted in the completion of Section 1 of this form	completing Section 1.) and that to the best of my		

Employer Completes Next Page

STOP



### **INDEPENDENT CONTRACTOR AGREEMENT**

This agreement (Agreement) is made by and between BSA Claims Service (Company) and

\_, an Independent Contractor

(Contractor).

Company is engaged in the business of insurance claims adjusting and retains the service of Contractor for adjusting insurance claims for its Insurance Clients (Clients).

Company and Contractor agree as follows:

- 1. Contractor acknowledges that he/she will hold status as an "Independent Contractor" and shall remain an Independent Contractor and is neither an agent, partner, nor employee of Company. Contractor shall make no representations to the contrary. No benefits or compensation other than those set forth herein shall be paid to the Contractor because of the Agreement.
- 2. This Agreement becomes effective as of the date executed. Either party may terminate this Agreement following seven (7) days written notice. Company reserves the right to immediately terminate this Agreement if, in the sole opinion of Company, immediate termination is in the best interests of the Company's client(s). This Agreement may only be amended, altered, or revoked in writing signed by both Parties (Company and Contractor). If any provision of this Agreement is determined to be invalid, the remaining provisions of this agreement shall remain in full force and effect.
- 3. This Agreement supersedes any prior written or oral Agreement, understandings or negotiations of the Parties concerning the subject matter of this Agreement. This Agreement is neither transferable nor assignable to any other person.
- 4. This Agreement shall be governed and interpreted according to the laws of the State of Florida. Both Parties agree that disputes concerning the Party's relationship under the terms of this Agreement shall be decided by binding arbitrations, with such arbitrator to be selected by the Company. Any proceedings concerning this Agreement agreed to be handled outside the arbitration process shall be determined only in the appropriate court setting. Both parties agree to participate in the arbitration process prior to litigation.
- 5. Contractor will be temporarily retained by Company to work assigned claims to adjust.

Nothing under this Agreement nor any other representation of the Company shall mean Contractor will be assigned to handle a certain number of claims nor work a certain number of catastrophic claim events. Contractor will handle each claim assigned during the term of the assignment ethically, in good faith, and to completion and in accordance with all applicable federal, state and regulatory laws, rules, treaties and regulations. The duration of a temporary assignment will vary dependent solely upon number of claims provided by the client.

- 6. Contractor agrees not to work more eight hours a day and not to exceed 40 hours in a sevenday work week period.
- 7. Company agrees to pay Contractor \_\_\_\_\_\_\_% of the services portion of the Fee Bill sums and \_\_\_\_\_\_\_% of reimbursable expenses billed to Client(s) for Contractor's services performed hereunder and <u>collected</u> by Company, exclusive of any sales taxes. Company shall not be under any obligation to make payment to Contractor until Company receives payment from its Client(s). It is agreed and acknowledged that Company may be required by Client to adjust the service bills and that there may be non-collectible service bills occasionally. If Company has received payment and paid Contractor on the original service bill, and then the Client reduces the service bill, Contractor agrees that the amount reduction will be reimbursed to the Company by the Contractor .
- 8. All claims not fully completed by the Contractor will be reassigned and the Contractor will not receive payment from the Company.
- 9. If the Contractor not be able to handle a reopened claim or supplemental assignment of his/her original claims and the Company must pay additional expenses to resolve the claim, said expenses by the Company will be deducted from the Contractor. Contractor agrees that these payments will be reimbursed to the Company by the Contractor.

Contractor Responsibilities:

- 1. Contractor represents that Contractor has experience and expertise in insurance claim adjusting. The services that Contractor will provide for Company require a high degree of specialized skill and discretion on Contractor's part. Contractor is expected to provide a high-quality work product without close direct supervision on the part of the Company. Contractor agrees to perform services diligently with the highest standards of professionalism set forth by Company.
- 2. Contractor shall provide all tools of the trade necessary to perform duties as a professional claims adjuster, including, but not limited to, computers and software, ladders, cameras, communication devices, safety equipment, and other equipment as required.
- 3. Contractor is required to keep Company informed as to the progress of claims and to comply with all reasonable requests of Company regarding documentation and information of status of all claims and adjusting assignments. Contractor understands and acknowledges assignment claims include the handling of the files to conclusion, including any and all reopens and supplemental assignments.

- 4. Contractor is required to comply with all policies and procedures as outlined by the Company inclusive of reporting and claim handling guidelines.
- 5. Contractor shall be solely responsible for all costs or expenses incurred in connection with Contractor's performance hereunder. Contractor will be expected to pay for his/her own equipment, lodging, meals and any other expenses incurred. Contractor will not be eligible for any benefits that are made available to Company employees.
- 6. Prior to accepting assignments, Contractor will obtain and maintain all required licenses and certifications necessary to work in any state or other jurisdiction at Contractor's expense.
- 7. Contractor shall have sole responsibility for compliance with all federal, state and local requirements pertaining to income and social security taxes.
- 8. Contractor shall provide his/her own automobile and professional responsibility insurance and shall pay all applicable employment and other taxes levied with respect to any payment hereunder. All contractors of *BSA Claims Service* are mandated to carry minimum automobile limits of the state where the Contractor resides.
- 9. Contractor will not receive disability or workers compensation insurance from the Company and is advised to obtain these insurances. Any payment for services made pursuant to this agreement shall be reported by Company on an IRS Form 1099. Contractor is not be eligible to participate in any employee benefit plans, policies or practices now or hereafter maintained by or on behalf of Company

The parties have executed this Agreement on the dates set forth below:

Brian Bradley- President/CEO BSA Claims Service \_\_\_\_June 20, 2019

Date

**Contractor Name Printed** 

**Contractor Signature** 

Date

#### ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENT FORM

The undersigned acknowledges the following to both Citizens Property Insurance Corporation, Florida ("Citizens") and to the Vendor.

- 1. VENDOR RELATIONSHIP: I am currently an employee or sub-contractor of the Vendor identified below, and I am not an employee of Citizens. "Vendor" means any independent firm, claims administration firm, or other claim service provider that has a contract or agreement with Citizens, and of which I am an employee or sub-contractor. If I become an employee or sub-contractor for a different Vendor, this acknowledgement also applies to me as an employee or sub-contractor of that Vendor. I am signing this form at the direction of the Vendor, pursuant to a Citizens requirement.
- **2. CODE OF ETHICS:** I understand that, by my relationship with Vendor, among other restrictions, I cannot:
  - 2.1 Give a gift to a Citizens' employee or member of Citizens' Board of Governors ("Board") unless they are my relative\* and the relationship has been disclosed on this form;
  - 2.2 Accept a gift from a Citizens' policyholder that is, or could be interpreted to be, intended to influence my handling of a specific claim or issue, or could be interpreted as an expression of gratitude for such an act;
  - 2.3 Have a personal or financial relationship with a current Citizens employee, current or former board member or former Citizens senior manager that creates a conflict of interest; or
  - 2.4 Have any business interest that creates a conflict of interest.

A **conflict of interest** is created when there is a situation in which a person has competing professional or personal interests which make it difficult to properly discharge their duties impartially or which lead to a disregard of a public or corporate duty. Most commonly, in regard to vendors and their employees/ sub-contractors a conflict of interest **may** be created if: (A) you share an interest in a business or have a contractual relationship with any Citizens employee or Board member; (B) if you have a financial interest in any other business that provides services to policyholders related to property insurance claims; (C) if you are a relative\* of a Citizens employee or Board member; (D) if you are, or employ, a Citizens employee or Board member or their close family members (father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law); (E) if you are, or employ, a former Citizens senior manager or Board member; or (F) if your business is owned in any part by a current Citizens employee, current or former Board member or former Citizens senior manager.

Is ther	re a po	tential for a conflict of interest as described above? If yes, please explain.
0 0	Yes No	

Citizens will work with Vendor and Vendor's employee to establish work practices to avoid a conflict where business or familial relationships might otherwise cause a conflict but Citizens cannot guarantee that conflicts can be avoided in every circumstance

#### ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENTFORM

#### 3. CONFIDENTIALITY AND NON-DISCLOSURE:

- 3.1 "Confidential Information" includes all Citizens' claim information, claim files, all documentation related to the claim, claimant personal information, policyholder personal information, and underwriting information and files.
- 3.2 Confidential Information is confidential and protected, and I will not use Confidential Information for any purpose other than performing services for Citizens in my capacity as an employee or sub-contractor of Vendor.
- 3.3 I will not disclose, or cause to be disclosed, Confidential Information to any person or entity except as expressly authorized by Vendor in accordance with Citizens' procedures.
- 3.4 I will comply with the terms of my employer's contractual obligations in regard to confidential information protection including exercising a high level of care in taking measures to protect and prevent Confidential Information from being inadvertently or improperly disclosed to any person, entity, or third party.
- 3.5 If I am or become a policyholder or applicant for coverage with Citizens, I will not access or have another person access information regarding my coverage. I will not participate in any Citizens process as it relates to my coverage. The same provisions apply if I become aware that a relative\* is a policyholder or applicant of Citizens. If I am inadvertently assigned any work regarding a relative or any other policyholder that would result in or appear to result in a conflict of interest I will notify my supervisor so that the file may be reassigned.

\*Relative" means a person who is your father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother- in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, or step great grandchild; a person who is engaged to be married to you, or who otherwise holds himself or herself out as, or is generally known as, the person whom you intend to marry, or with whom you intend to form a household; or a natural person having the same legal residence as you.

- 4. PUBLIC RECORDS: I understand that Citizens is subject to Florida's public records law under Chapter 119 and Section 627.351(6), Florida Statutes, and that Citizens information, including my documentation and work product, is considered a public record. I understand that if I ever receive a public records request (whether oral or written) from any person or entity for records or information, including Confidential Information, I will comply with the terms of Vendor's contractual obligations and ensure the matter is immediately referred to Citizens' Records Custodian at recordsrequest@citizensfla.com or (850)-513-3823.
- 5. TERMINATION OF CLAIM HANDLING: After termination of my handling of a particular Citizens' issue, or assignment of claim: (A) I will return all related Confidential Information in my possession to Vendor, or as otherwise directed by Vendor; (B) the confidentiality of such Confidential Information shall survive; and (C) the requirements and restrictions of paragraphs 3 and 4 above shall continue to apply.
- 6. CONSEQUENCES FOR VIOLATION: I understand that, if I violate the restrictions and requirements in this acknowledgement, then among other consequences: (A) I may be subject to discipline or removal by Vendor from performing Citizens related work; and (B) Citizens may be entitled to injunctive relief, monetary damages or other remedies.

#### ETHICS AND CONFIDENTIALITY ACKNOWLEDGEMENTFORM

7. PROHIBITION OF REPRESENTATION: I agree I shall not at any time represent or provide services to a Citizens' Insured in the insured's claim against Citizens for which I provided claim-related services on Citizen's behalf, or engage in any other conduct that could create an actual or perceived conflict of interest. This would include, but not limited to, acting as a consultant, public adjuster, expert witness, umpire or any other capacity related to the Insured's claim against Citizens, or providing referrals for such services in relation to the Insured's claim against Citizens.

Acknowledged and agreed to on the following date:\_\_\_\_\_, 20\_\_\_\_, by:

Name of Vendor:

BSA Claims Service

Name of employee or sub-contractor (print or type):

Signature of employee or sub-contractor:

Florida Department of Financial Services adjuster license number (if li	icensed):
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### AUTHORITY TO CONDUCT BACKGROUND INVESTIGATION AND RELEASE OF INFORMATION

I authorize **BSA Claims Service**, (Bradley-Stinson Inc.) and its authorized agent(s), to conduct a preliminary background investigation in accordance with the requirements as outlined in customer's contracts. This will include verification of education and past employment, credit checks, criminal history checks, motor vehicle records and such other investigations determined appropriate by **BSA Claims Service** to satisfy customer requirements.

This also includes periodic audits by customers to assure that provisions of our contracts are being adhered to. I request and authorize all persons who may have information relevant to this preliminary investigation to disclose such information as may be requested to **BSA Claims Service** or its agent(s). I further authorize **BSA Claims Service** and its agent(s) to submit such information, copy or abstract, directly to **BSA Claims Service** to become part of its records. I release all persons and/or organizations providing such information to **BSA Claims Service** or its agent from any liability on account of such disclosure. I agree and understand that a photocopy of this authorization may serve as an original.

### Adjuster Information:

First Name	Middle Name	Last Name
Address		
City	State	Zip Code:
Date of Birth:	Email Address	
Drivers License #	Driver's License	State
Social Security #:	Cell Phone	

Adjuster Full Name (including middle name)

Adjuster Signature

Date:

Check this box to confirm accuracy of information provided on this page and authorization for background investigation and release of information.

# Please review your responses for completeness and accuracy

Thank you for applying to BSA Claims Service!