

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
SURETY BOND

STATE OF LOUISIANA

BOND NO. _____

PARISH OF _____

EFFECTIVE DATE _____

KNOW ALL BY THESE PRESENTS

RE: Name of legal entity: _____
Name of facility: _____
Street address: _____
City and State: _____
Period of ownership: _____

That we, _____ as Principal (hereinafter called "Principal") and _____, a surety company organized under the laws of the State of _____ and licensed to do business in the State of Louisiana as Surety (hereinafter called "Surety") are held and firmly bound unto the residents of the above referenced facility and/or other responsible parties representing such residents according to the terms and conditions of this bond in the penal sum of _____ for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. Whereas, the above named Principal is a Medicare and/or Medicaid provider as specified in 42 CFR 483.5, and
2. Whereas Federal statute (42 U.S.C.A &1396r (c) (6) (C) and Louisiana Department of Health and Hospitals regulations (Standards for Payment for Long Term Care Facilities) require the said Principal to assure the security of all personal funds of residents deposited with and entrusted to Principal;
3. NOW, THEREFORE, the condition of this obligation is such that the above named Principal shall: (1) well and truly hold separately and in trust all residents' funds deposited with Principal as a nursing home and (2) shall

administer said funds on behalf of said residents in the manner directed by 42 U.S.C.A. &1396r(c) (6) and (Standards for Payment for Long Term Care Facilities) and (3) shall render them in complete accounting to the residents, the depositors and the Louisiana Department of Health and Hospitals when requested, and (4) upon termination of each said deposit, shall account for all funds received thereunder, expended and held on hand and shall return the full balance to the resident or other responsible party representing such resident, in accordance with Louisiana Regulations, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. PROVIDED FURTHER, that the amount of the penal sum established in paragraph one(1) above shall be no less than the maximum dollar amount of all resident funds accepted and managed by the Principal at any time during the one year period preceding the date of execution of this bond, or the estimated maximum dollar amount of all such resident funds to be accepted and managed by the Principal at any time during the one year period following the date of execution of this bond, whichever is greater, information regarding such amount to be provided by the Principal on Schedule A attached hereto and incorporated herein and filed with the Louisiana Department of Health and Hospital as provided in paragraph 6.
5. PROVIDED FURTHER, that the aggregate obligation of the Principal and Surety under this bond shall be limited in total to the penal sum thereof as herein established or as subsequently amended by any duly executed rider.
6. PROVIDED FURTHER, that this bond shall be executed by the Principal and Surety and filed together with the aforesaid Schedule A, filed at the Department of Health and Hospitals, Health Standards Section, P.O. Box 3767, Baton Rouge, LA 70821-3767.
7. PROVIDED FURTHER, that the term "resident" as employed in this bond shall include all persons presently and hereafter residing in the above referenced facility and all persons who after a term of residency in the above referenced facility are voluntarily or involuntarily discharged. The term "resident" as employed in this bond shall be limited to residents receiving Medicaid payments unless the personal funds of Medicaid recipients are commingled with or deposited in a pooled account with the personal funds of private pay residents, in which case the term "resident" applies also to private pay residents whose funds are so situated.

8. PROVIDED FURTHER, that the term "other responsible parties representing such residents" as employed in this bond shall include the resident's guardian, the parent of a minor resident, the resident's responsible party, a member of the residents' immediate family, the administrator or executor of the resident's estate, any person or agency serving as a source of financial support for the resident, or any other person rightfully entitled to resident funds held by the Principal
9. PROVIDED FURTHER, that no recovery or enforcement action on this bond shall be maintained unless the Louisiana Department of Health and Hospitals consents in writing to such recovery or action.
10. PROVIDED FURTHER, that this bond shall be continuous in form and may be terminated by the Surety upon its giving thirty (30) days written notice to the Principal of such termination, and the Surety shall simultaneously file a copy of such notice with the Louisiana Department of Health and Hospitals at the address provided in paragraph 6 above.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this
_____ day of _____, _____.

Name of Surety _____

Attorney in Fact _____

Address of Surety _____

Name of Principal _____

by Agent of Principal _____

Address of Principal _____

SCHEDULE A

1. Name of Principal _____

Agent of Principal _____

Address of Principal _____

2. Name of Surety _____

Attorney in Fact _____

Address of Surety _____

3. Name of Facility _____

4. Date of execution of bond between Principal and Surety

_____.

5. In the one year period preceding the date indicated in paragraph 4 above the maximum dollar amount of a resident fund accepted and managed by the Principal at any time during such period was _____.

6. For the one year period following the date indicated in paragraph 4 above the estimated maximum dollar amount of all resident funds to be accepted and managed by the Principal at any time during such period is _____.

7. The greater of the two dollar amounts indicated in paragraph 5 and 6 of this Schedule A shall be the minimum dollar amount of the penal sum indicated in paragraph 1 of the Resident Fund Surety Bond.

Bond forms change; this is for educational purposes only.

Surety Bond Application

AGENCY NAME: _____ AGENCY CONTACT: _____
 AGENCY PHONE: _____ AGENCY FAX: _____ AGENCY EMAIL: _____
 AGENCY ADDRESS: _____ City: _____ State: _____ Zip: _____

CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT? _____
NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND? _____

SECTION I: BOND APPLIED FOR

Type of Bond: _____ Effective Date: _____ Expiration Date: _____
 Type of Company **CORP** **LLC** **DBA** **PARTNERSHIP** Bond Amount: _____
 (Obligee): _____
 Obligee Address _____

SECTION II: GENERAL INFORMATION

Applicant's Name: _____ Spouse Name: _____
 SS#: _____ Spouse SS#: _____ Home Phone: () _____
 Residence Address: _____ City: _____ State: _____ Zip: _____
 Business Name: _____
 Business Phone: () _____ Business Fax: () _____ E-mail: _____
 Business Address: _____ City: _____ State: _____ Zip: _____
 Date Business BEGAN under present Individual or Firm Name: _____ BUSINESS TAX ID: _____
 HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES NO DO YOU HAVE ANY LIENS, CLAIMS OR JUDGMENTS AGAINST YOU? YES NO
 HAS APPLICANT EVER FAILED IN BUSINESS? YES NO HAS APPLICANT EVER FILED BANKRUPTCY? YES NO
 IF YES TO ANY, PLEASE EXPLAIN ON A SEPERATE SHEET OF PAPER

SECTION III: ADDITIONAL OWNERS OR PARTNERS AS REQUIRED

NAME: _____ SPOUSE NAME: _____
 SS#: _____ SPOUSE SS#: _____ PHONE: _____
 HOME ADDRESS: _____ City: _____ State: _____ Zip: _____

PERSONAL FINANCIALS (IF MORE THAN ONE OWNER, EACH HAS TO FILL OUT THIS APPLICATION)
STATEMENT OF ASSETS AND LIABILITIES AS OF

ASSETS		LIABILITIES	
CASH IN BANK		NOTES PAYABLE TO BANKS	
CASH ON HAND		NOTES TO OTHERS (excl. of equipment)	
STOCKS AND BONDS		ACCOUNTS PAYABLE	
ACCOUNTS RECEIVABLE		FEDERAL & STATE INCOME TAX DUE	
NOTES RECEIVABLE		ALL OTHER TAXES	
INVENTORY		ACCRUALS, PAYROLLS, ETC.	
CASH VALUE LIFE INSURANCE			
EQUIPMENT		DUE ON EQUIPMENT	
REAL ESTATE		DUE ON REAL ESTATE	
OTHER ASSETS		OTHER LIABILITIES	
		CAPITAL STOCK (if a corporation)	
		SURPLUS AND UNDIVIDED PROFITS	
TOTAL ASSETS		TOTAL LIABILITIES	
		NET WORTH	
Name of Owners		Name and Title of Officers	
		% OWNERSHIP IN COMPANY	

COMPLETION OF THIS FORM CONSTITUTES PERMISSION FOR WORLDWIDE INSURANCE SPECIALISTS INC. TO OBTAIN CONSUMER INFORMATION WHICH WILL BE USED TO DETERMINE BONDING ELIGIBILITY. THIS INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE
 NO PREMIUM FINANCING WILL BE ACCEPTED AS PREMIUM IS EARNED IN FULL.

Worldwide Insurance Specialists, Inc
 2424 W. Missouri AVE
 Phoenix, AZ 85015

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Local (602) 749-0702
Fax: (602) 674-8235

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