

Resident Fund Surety Bond

STATE OF TEXAS

§ BOND NUMBER _____

§

COUNTY OF

§ EFFECTIVE DATE _____

KNOW ALL BY THESE PRESENTS

RE: Name of Legal Entity: _____

Name of Facility: _____

Vendor Number: _____

Street Address: _____

City and State: _____

That we, _____

(Name of legal entity

contracted to provide Medicaid Nursing Facility Services) 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 Texas 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, or heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

1. Whereas, the above-named Principal operates a nursing facility as defined in Chapter 242 of the Texas Health and Safety Code, and is a licensee under said Code, and
2. Whereas, federal statute (42 U.S.C.A. §1369r(c)(6)(C) and Texas Department of Aging and Disability Services regulations (40 TAC Chapter 19)) 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; (2) administer said funds on behalf of said residents in the manner directed by 42 U.S.C.A. §1396r(c)(6) and 40 TAC Chapter 19; (3) render true and complete accounts to the residents, the depositors and the Department of Aging and Disability Services 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 40 TAC Chapter 19, 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 with filed the Texas Department of Aging and Disability Services 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 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 at the Texas Department of Aging and Disability Services, Provider Services Section, Institutional Services Unit, P.O. Box 149030, Austin, Texas 78714-9030, Mail Code W-535.
7. PROVIDED FURTHER, that the term "resident" as employed in the bond shall include all persons presently and hereafter residing in the above referenced facility and all persons who after a term of residence 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 resident's 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 rightly 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 Texas Department of Aging and Disability Services consents in writing to such recovery or action.
10. PROVIDED FURTHER, that this bond shall be continuous in for 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 Texas Department of Aging and Disability Services at the address provided in paragraph 6 above. However, claims may be filed for a period of three years and ninety (90) days after the effective termination date in connection with any resident trust fund transactions occurring during the effective period of the bond.
11. IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____, 20_____.

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 _____, 20 ____.

5. In the one-year period preceding the date indicated in paragraph 4 above the maximum dollar amount of all resident funds accepted and managed by the Principal at any time during such period is \$ _____.

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.

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SURETY BOND APPLICATION

AGENCY NAME: _____ AGENCY CONTACT _____
 AGENCY PHONE: _____ AGENCY FAX: _____ E-MAIL: _____
 AGENCY ADDRESS: _____
(Street) (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: _____ AMOUNT: _____
 OBLIGEE: _____ EFF. DATE: _____ EXP. DATE: _____
 OBLIGEE ADDRESS: _____
(Street) (City) (State) (Zip)
 BUSINESS NAME: _____
 BUSINESS PHONE: _____ BUSINESS FAX: _____ Client E-mail _____
 BUSINESS ADDRESS: _____
(Street) (City) (State) (Zip)
 TYPE OF COMPANY CORP LLC DBA PARTNERSHIP HOW MANY OWNERS? _____

DATE BUSINESS ESTABLISHED: _____ BUSINESS TAX ID: _____
 HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES NO DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES NO
 HAS APPLICANT EVER FAILED IN BUSINESS? YES NO HAS APPLICANT EVER FILED BANKRUPTCY? YES NO

SECTION II: GENERAL INFORMATION

OWNER'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)
 ADDITIONAL OWNERS / PARTNERS
 OWNER'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)

PERSONAL FINANCIAL STATEMENT OF ASSETS & LIABILITIES AS OF _____

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH	\$
NAME OF OWNERS	NAME & TITLE OF OFFICERS	PERCENTAGE OF OWNERSHIP	

Completion of this form constitutes permission for worldwide insurance specialists inc. to obtain consumer information which will be used to determine bonding eligibility.

Worldwide Insurance Specialists, Inc **Toll Free: (888) 518-8011**
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