

# SureTec Patient Trust Fund Bond Application



Applying for a bond is like applying for credit, therefore, please provide the following:

- **Application** Please make sure this information is complete and legible.
- **If applicable, please attach a separate page listing any other facilities owned, including: Name, Location, Surety bonding the facility, and the Bond Amount**

Type of Bond		Amount \$	Effective Date	
Who is requiring the Bond (Obligee)		Does Obligee require their own bond form? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please attach a copy</i>		
Obligee's Address		City	State	Zip
Name <i>(as it is to appear on the bond)</i>				
Name of Facility, if different from above				
Address		City	State	Zip
County	SS# or Tax ID#	Phone	Fax	
Date Business Started	Type of Business	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> S Corp <input type="checkbox"/> LLP <input type="checkbox"/> LLC		
# of years operating under current management				
Where are Patient Trust Funds held? <input type="checkbox"/> Facility <input type="checkbox"/> Financial Institution		If at Financial Institution, is it FDIC insured? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is there a Patient's Petty Cash Fund on premises? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>if yes, what controls are in place?</i>				
Fidelity coverage held for all employees & all locations? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(attach certificate of insurance)</i>		Fidelity Losses in past 7 years? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(if so, please describe corrective action taken)</i>		
Have you been bonded or made application to be bonded with another surety? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>if yes, please provide name and current status</i>				
Has the business or any principal involved: <i>if yes, attach an explanation</i>				
Have any outstanding collection items or liens?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ever had any lawsuits or judgments against them?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Ever failed in business or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ever had a license or bond cancelled or denied?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Ever been convicted of a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ever had a tax audit discrepancy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## Owner Information *(if more than two owners, please make a copy and attach)*

Name		SSN	Email		DOB
<input type="checkbox"/> Own <input type="checkbox"/> Rent	Home Address	City	State	Zip	
Home Phone	Spouse	Net Worth \$	Business Ownership %		
Are you the Trustee, Trustor or Beneficiary of any Trust? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>if yes, attach details</i>					
Name		SSN	Email		DOB
<input type="checkbox"/> Own <input type="checkbox"/> Rent	Home Address	City	State	Zip	
Home Phone	Spouse	Net Worth \$	Business Ownership %		
Are you the Trustee, Trustor or Beneficiary of any Trust? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>if yes, attach details</i>					

## For Bonds in excess of \$75,000

- Company financial statements (if applicable) Please provide the latest fiscal year-end statement and current interim statement if over six months old
- Personal financial statements (form will be provided upon request) All owners must provide a personal financial statement. Similar, current forms as a

Are your Patient Trust Fund accounts managed by an outside facility? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, is there a Bank Services Agreement in conjunction with the Fund Management Agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Total number of deposits/escrow accounts	Approximate amount of money handled annually \$
Are individual accounts set up for each resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how are accounts monitored?
	If no, what controls are used to identify funds of each resident?
Have your facilities ever been fined by any regulatory authority? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>if yes, attach details</i>	
Date of last Audit from regulatory authority?	Results of Audit

## Agency Contact

## Agency Recommendation

Agency	<input type="checkbox"/> We are not familiar with the applicant
Contact	<input type="checkbox"/> Applicant has been referred to us for bond placement
Address	<input type="checkbox"/> The agency writes all Applicant's insurance and we highly recommend
Phone	<input type="checkbox"/> Other
Mobile	
Fax	
Email	

**Indemnification Agreement - Read Carefully and Sign**

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called "SureTec") as follows:

1. Applicant agrees to pay SureTec an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with SureTec's then current premium rates or any minimum earned premium until SureTec shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to SureTec, is furnished to SureTec.
2. Applicant agrees that SureTec may make any credit checks, including consumer and investigative credit checks, it deems necessary.
3. Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
4. Applicant agrees to indemnify and keep indemnified SureTec and its agents and representatives and hold and save it them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which SureTec or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
5. If SureTec shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with SureTec a sum of money, equal to such reserve and any increase thereof, to be held by SureTec as collateral security on said bond. Any such collateral shall be available, in the discretion of SureTec, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. If SureTec shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
7. An itemized statement of payments made by SureTec, sworn to by an officer of SureTec, shall be *prima facie* evidence of the liability of the undersigned to reimburse SureTec for such payments with interests.
8. SureTec in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to time to: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by SureTec shall be conclusive against and binding upon the undersigned.
9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by SureTec with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
10. The undersigned hereby expressly waive notice from SureTec of any claims or demand made against SureTec or the principal under the bond or of any information SureTec may receive concerning the principal, any contract, or bond. SureTec shall have to right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
11. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
12. All obligations of the principal, applicants, and indemnitors to SureTec are due, payable, and performable in Houston, Harris County, Texas, where venue of any action to enforce this agreement may be brought by SureTec. SureTec shall be entitled to recover all attorney's fees (including those of attorneys employed by SureTec), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
13. In consideration of the execution by SureTec of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.

**Important Signature Instructions**

- If sole owner, applicant must sign as duly authorized representative. Spouse must sign as additional indemnitor below.
- If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign as additional indemnitor below.
- If a corporation the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign as additional indemnitor below.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_  
 Print Applicant Name (Principal's authorized representative) (Title)

**Additional Indemnitors**

Witness: \_\_\_\_\_ X \_\_\_\_\_  
 (Signature) (Print Name)

Witness: \_\_\_\_\_ X \_\_\_\_\_  
 (Signature) (Print Name)

Witness: \_\_\_\_\_ X \_\_\_\_\_  
 (Signature) (Print Name)

Witness: \_\_\_\_\_ X \_\_\_\_\_  
 (Signature) (Print Name)