

Durable Medical Equipment, Prosthetics, Orthotics, and Suppliers Surety Bond (DMEPOS) Application

Bond Number: _____

PROVIDER INFORMATION

Bond Amount _____ NPI (National Provider Identifier) _____ PTAN (Provider Transaction Account Number) _____

Business Name _____ Tax ID Number (TIN) _____

Business Address _____

Business Telephone _____ Company Fax _____ Website _____

* If more than one NPI is associated with this business, complete the section above for each location/business that intends to bill Medicare for items sold to Medicare beneficiaries from that location.

Type of entity: ☐ Corporation ☐ Partnership ☐ Subchapter S Corporation ☐ Limited Liability Company ☐ Sole Proprietorship ☐ Other

Year this business was established _____ How long under current ownership? _____

What year did this business begin Medicare billing? _____

What were the total Annual Gross Receipts for the business in the preceding calendar year? _____

Approximately what percentage of the total Annual Gross Receipts were associated with the sale or rental of Durable Medical Equipment, Prosthetics, Orthotics, and Supplies _____%

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Has the above applicant, or any owner of the above applicant, received any overpayments from Medicare in the last three years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the above applicant, or any owner of the above applicant, application with the National Supplier Clearinghouse ever been denied? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has the above applicant, or any owner of the above applicant, had any revocation or suspension of a license to provide health care by any licensing authority? This includes the surrender of such a license while a formal disciplinary proceeding was pending before a licensing authority. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the above applicant, or any owner of the above applicant, had a Medicare payment suspension under any Medicare billing number? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has the above applicant, or any owner of the above applicant, ever had their Medicare billing number revoked? | <input type="checkbox"/> | <input type="checkbox"/> |

Explain All "Yes" answers below; use additional pages if necessary.

OWNER INFORMATION

FIRST NAME/ MIDDLE NAME /LAST NAME		% OF OWNERSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER
<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED	SPOUSE'S NAME		DATE OF BIRTH	SOCIAL SECURITY NUMBER
<input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED				
HOME ADDRESS (ADDRESS/ CITY / STATE / ZIP)			HOME TELEPHONE	FAX NUMBER
HOME OWNERSHIP <input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOW LONG?	DATE PURCHASED	PURCHASE PRICE	CURRENT MARKET PRICE
				PRESENT LOAN BALANCE
NAME OF BANK		CHECKING ACCOUNT	SAVINGS ACCOUNT	PERSONAL NET WORTH

ADDITIONAL OWNER INFORMATION

FIRST NAME/ MIDDLE NAME /LAST NAME		% OF OWNERSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER
<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED	SPOUSE'S NAME		DATE OF BIRTH	SOCIAL SECURITY NUMBER
<input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED				
HOME ADDRESS (ADDRESS/ CITY / STATE / ZIP)			HOME TELEPHONE	FAX NUMBER
HOME OWNERSHIP <input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOW LONG?	DATE PURCHASED	PURCHASE PRICE	CURRENT MARKET PRICE
				PRESENT LOAN BALANCE
NAME OF BANK		CHECKING ACCOUNT	SAVINGS ACCOUNT	PERSONAL NET WORTH

* If more than two individual owners complete the section above for each additional owner of the business.

INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

This General Indemnity Agreement is made and entered into this _____ day of _____, _____ by and between the Undersigned for the purpose of indemnifying Surety as herein defined, in connection with any Bond as herein defined written on behalf of Principal, Indemnitors and/or Undersigned.

DEFINITIONS.

- A. Bond: Any surety bond, undertaking, or other express or implied obligation or guarantee of suretyship executed or committed to by Surety on, before, or after this date and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto.
- B. Principal: The person(s) and entity(ies) for whom any bond is issued, or committed to be issued, by Surety or anyone or more combinations thereof, or their successors in interest, whether alone or in a joint venture with others named herein or not named herein, and any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any party to this Agreement and their successors and assigns.
- C. Surety: American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company, United States Surety Company, their respective reinsurers, and any other person or entity which may act as surety or co-surety on any bond of any other person or entity who executes any bond at its request.
- D. Undersigned: Includes the Principal, all indemnitors and others executing this indemnity for the benefit of Surety.

INDEMNITY. *The Undersigned:*

- A. Agrees to defend, indemnify, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature or kind, including but not limited to attorneys' fees (including those of both outside and in-house attorneys); and costs and fees incurred in investigation of claims or potential claims, adjustments of claims, procuring or attempting to procure the discharge of bond, or attempting to recover losses or expenses from the Undersigned or third parties, whether Surety shall have paid out any such sums; and
- B. Agrees to pay Surety all premiums due on bonds issued by Surety on behalf of Principal in accordance with Surety's rates in effect when each payment is due. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the bond, and shall be adjusted due to changes in the total contract price. On any bond where Surety charges an annual premium, such annual premium shall be due upon execution of the bond and upon any renewal until satisfactory evidence of termination of Surety's liability as a matter of law under the bond is furnished to Surety's satisfaction; and
- C. Agrees that in any claim or suit arising out of or related to any bond or this Agreement, an itemized statement of Surety's loss and expense, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Undersigned's liability under this Agreement; and Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any bond; and in any suit relating to this Agreement or any bond, Surety may recover its expenses and attorneys' fees incurred in such suit.

GENERAL PROVISIONS. *The Undersigned further agrees as follows:*

- A. If a claim or demand for performance of any obligation under any bond is made against Surety, Undersigned, upon Surety's demand, shall immediately deposit with Surety United States legal currency as collateral security in an amount equal to the reserves posted by Surety with respect to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph and this Agreement.
- B. Undersigned's obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Surety without any former action operating as a bar to any subsequent action. Surety's release of anyone of the Undersigned shall not release any other Undersigned. No action or inaction of Surety with respect to anyone shall relieve the Undersigned of any obligation owed under this Agreement. Undersigned shall not be released from liability under this Agreement because of the legal status, condition, or situation of any party to this Agreement or any Principal.
- C. If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned. Should any provision of the Agreement be held invalid the remaining provision shall retain their full force and effect.
- D. Undersigned waives any defense that this Agreement was executed subsequent to the date of any bond and acknowledges that such bond was executed pursuant to Undersigned's request and in reliance on Undersigned's promise to execute this Agreement. Undersigned agrees this Agreement is a continuing agreement to indemnify Surety over an indefinite period.
- E. Each of the Undersigned affirms that he/she understands Bonds are a credit relationship and hereby authorizes the Surety to gather, at any time, such credit information (including obtaining credit reports) it considers necessary and appropriate for any purpose as the Surety deems necessary or appropriate, in its sole and absolute discretion.
- F. Undersigned has the right to review all bonds executed by Surety for errors and omissions prior to delivery of the bond to the Obligor, and hereby waives any claim against Surety arising out of any such error or omission.
- G. Surety shall have the right, in its sole discretion, to decide whether any claims arising out of or related to any bond shall be paid, compromised, defended, prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Undersigned agrees to be conclusively bound by Surety's determination.
- H. Surety may decline to execute any bond for any reason and shall not be liable to Undersigned, or any person or entity, as a result of such declination.

Bond Professional Surety Insurance Broker
License # 0B33276
P.O. Box 2207
Spring Valley, CA 91979-2207

Tel: (619) 670-1136
Toll Free: (800) 622-6637
Fax: (619) 670-5026
Email: bondpro1@cox.com
Email: rhawkins@bondpro1.com

Surety Group

- I. Undersigned may terminate its future liability to Surety under this Agreement by sending written notice by registered mail of Undersigned's intent to terminate liability to Surety by sending the notice to Surety at its home office, at the address listed above. Termination will be effective 20 days after actual receipt of such notice by Surety and only for bonds signed or committed to by Surety after the effective date of termination.
- J. Undersigned agrees that other than for the entity issuing a bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such bond.
- K. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
- L. As security for the performance of all the provisions of this agreement, effective as the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety, all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest, and all rights arising out of notes, accounts receivable, and any claims of any kind and court actions. The Surety may at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instruments: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety.
- M. Regardless of the date of signature, this indemnity is effective as of the date of execution of the aforementioned bond and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.
- N. The undersigned unconditionally acknowledge and agree that: (1) they are solely responsible to procure and maintain any required license or permit and to renew, continue and/or replace any Bond; and (2) Surety, its agents, subagents, and/or brokers owe no duty with respect to the renewal, continuation or replacement of any Bond. The Undersigned release Surety, its agents, subagents and/or brokers from and against any and all liability, including, but not limited to, consequential damages resulting directly or indirectly from any license or permit lapse, suspension or termination resulting from any cause and/or failure to renew, continue or replace any Bond.

This Indemnity Agreement is governed by the laws of the State of California, without regard to principles of conflicts of laws. The Undersigned hereby expressly submit themselves to the jurisdiction of the courts of the State of California and agree that the venue for any disputes arising out of or related to this Indemnity Agreement or any Bonds shall be, at Surety's election, the Superior Court of Los Angeles County, California or the United States District Court for the Central District of California.

Dated: _____
Month Day Year

PRINCIPAL(s):

Principal Name	Principal Duty Authorized Representative Signature	Title
Principal Name	Principal Duty Authorized Representative Signature	Title
Principal Name	Principal Duty Authorized Representative Signature	Title
Principal Name	Principal Duty Authorized Representative Signature	Title

INDEMNITORS:

Indemnitor's Signature	Print Name	Indemnitor's Signature	Print Name
Indemnitor's Signature	Print Name	Indemnitor's Signature	Print Name
Indemnitor's Signature	Print Name	Indemnitor's Signature	Print Name
Indemnitor's Signature	Print Name	Indemnitor's Signature	Print Name

Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN CALIFORNIA

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

Bond Professional Surety Insurance Broker
License # 0B33276
P.O. Box 2207
Spring Valley, CA 91979-2207

Tel: (619) 670-1136
Toll Free: (800) 622-6637
Fax: (619) 670-5026
Email: bondpro1@cox.com
Email: rhawkins@bondpro1.com

Fraud Warnings

APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTICE TO NEW YORK APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.