

**RESIDENT FUND SURETY BOND**

**BOND NO.** \_\_\_\_\_

**KNOW ALL PERSON BY THESE PRESENTS;**

That \_\_\_\_\_  
(operator's name)

now licensed or applying to be licensed to provide long term care to residents of  
\_\_\_\_\_  
(name) (address)

as Principals, and \_\_\_\_\_ as Surety, a company  
(surety)

duly authorized to transact surety business in the State of Kansas, are held and firmly bound unto the residents of the above referenced facility and/or the State of Kansas in the aggregate amount of \_\_\_\_\_ Dollars ( ) the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Principal, as an incident to such business referenced above is now accepting or is about to accept funds from some of all such residents for management or safekeeping. The Principal, therefore, is subject to provide assurance of financial security in an amount equal to or greater than all residents' funds manage by the facility at any time during the one year period preceding or the estimated maximum dollar amount of all such resident funds to be accepted and managed by the Principal at any time during the next one year period whichever is greater.

The condition of this surety bond is such that if the above named Principal shall: (1) hold separately and in trust all residents' funds deposited with Principal, (2) shall administer said funds on behalf of said residents in the manner directed by the federal and state law, (3) upon termination of each said deposit, shall account for all funds received, expended and held on hand, and, (4) otherwise fulfill its obligations pursuant to 42 CFR 483.10 (C), this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that the aggregate obligation of the Surety under this bond shall be limited in total to the sum established herein or as subsequently amended by any duly executed rider.

**PROVIDED FURTHER**, this bond shall apply to all residents' or former residents' funds received by the Principal.

This bond shall be effective as of 12:01 AM on \_\_\_\_\_ and shall continue in full force and effect until terminated by cancellation by either Principal or Surety, to be effected by the giving of sixty (60) days written notice by certified mail to the other party and to the Director of Licensure & Certification, Kansas Department on Aging, New England Building, 503 S. Kansas Avenue, Topeka, Kansas 66603-3404. The Surety shall not be discharged from any liability already incurred under this bond or future liabilities occurring from claims made against losses of funds while his bond was in force for a period of 12 months after cancellation hereof.

The following facility or facilities of Principal are subject to a sublimit of benefit from the total aggregate of this bond. The sublimits are as follows:

The said Principal and Surety have executed the foregoing obligation

this \_\_\_\_\_ day of \_\_\_\_\_.

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

State \_\_\_\_\_

by Attorney in Fact \_\_\_\_\_

Name of Principal \_\_\_\_\_

Address \_\_\_\_\_

State \_\_\_\_\_

by officer of Principal \_\_\_\_\_

Title \_\_\_\_\_