

TEXAS DEPARTMENT OF HEALTH

1100 WEST 49th STREET
AUSTIN, TX 78756

SUBSCRIPTION PROGRAM SURETY BOND
EMERGENCY MEDICAL SERVICES

PURSUANT TO THE EMERGENCY MEDICAL SERVICES ACT, (Texas Health & Safety Code, Chapter 773)

THE STATE OF TEXAS)
)
COUNTY OF _____)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT I (WE) _____ an emergency medical services provider, located at:

(Street Address)

(Mailing Address if Different)

(Telephone number)

as PRINCIPAL and _____
(Surety)

as SURETY, duly authorized and qualified to do business as a Surety company in Texas, are firmly bound unto the Texas Department of Health (the Department) in the sum of _____ (_____) payable at Austin, Travis County, Texas for the use and benefit of the State or any subscribers of Principal's emergency medical service who suffer financial losses due to the insolvency, failure to operate or cessation of operation of the emergency medical service. "Financial losses" shall mean and be limited to any unused or unearned portion of the subscriber's dues or fees. A subscriber may bring an action based on the condition of this obligation and recover against Surety regardless of the number of claims filed against the bond, but Surety's liability may not exceed the aggregate amount of the bond. If the claims filed against the bond exceed the amount of the bond, Surety shall pay the amount of the bond to the Department for distribution to the claimants on a pro rata basis. Surety is relieved of liability under the bond upon payment of the amount to the Department.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall faithfully create and operate the subscription program or, in the event of Principal's insolvency or cessation

of business, if Principal shall return all unused or unearned subscription fees or dues to subscribers in accordance with the Emergency Medical Services Act, Texas Civil Statutes, Article 4447o, (Health & Safety Code, Chapter 773) as that statute is presently worded, and as it may hereafter be amended to read; and all applicable rules and regulations of the Texas Department of Health adopted to carry out the provisions of said Act, then this obligation shall be void, OTHERWISE, to remain in full force and effect; subject however, to the following terms and conditions:

1. This bond is valid when received by the Austin office of the Department of Health.
2. Regardless of the number of years this bond shall continue in force or the number of premiums payable or paid, the limit of Surety's liability stated in this bond shall not be cumulative from year to year or period to period.
3. Surety shall not be liable through this bond for punitive damages or for civil or criminal penalties assessed against Principal, its individual owners, or its employees.
4. This bond shall be continuous until canceled by Surety or terminated by Principal only upon giving 60 days prior written notice to the Department of such cancellation or termination.
5. Surety shall not be liable for any claim brought or suit filed against this bond if the claim or filing of a suit occurs more than two years from the last effective date of this bond.

IN WITNESS WHEREOF said PRINCIPAL and SURETY have executed this bond this _____ day of _____, to be effective on the _____ day of _____.

Principal by: _____ Surety by: _____

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address: _____

Countersigned By: _____

Resident Agent