



DME POS BOND APPLICATION (MEDICARE/MEDICAID)

Durable Medical Equipment, Prosthetic, Orthotics & Dental Sleep Medical Device Supplier Bond

MEDICARE LICENSE

Number of Years Applicant has participated in Medicare	Accreditation Date	Accreditation Organization	NSC PTAN Number
Date of Most Recent Medicare Audit	Did Audit report Citations or Problems? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes , describe.	
Medicare Billing Amount of Most Recent Fiscal Year \$			
Has Applicant, any predecessor company, or any owner or officer: 1. ever had a Medicare or Medicaid license revoked, or ever experienced an adverse legal action relative to Medicare or Medicaid? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. received overpayments from Medicare in the last three years? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. had an application denied by the National Supplier Clearinghouse? <input type="checkbox"/> Yes <input type="checkbox"/> No		Explanations for fields marked Yes (If a longer explanation is necessary, attach to the end of this document)	

SURETY BOND

Bond Amount* <input type="checkbox"/> \$50,000 <input type="checkbox"/> Other: \$ _____	List all locations and NPI numbers to be covered		
Effective Date			
Prior Surety? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes , Name of Prior Provider	Prior Premium \$	Reason for Change of Provider

APPLICANT

Name (as it is to appear on the bond)		Entity <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____		
Address		City	County	State Zip Code
SSN or Tax ID Number	Date Business Started	Phone Number	Fax Number	Email Address

Miscellaneous

Does the business, or any principal involved: 1. have any outstanding collection items or liens? <input type="checkbox"/> Yes <input type="checkbox"/> No Has the business, or any principal involved, ever: 2. failed in business, or declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. had any lawsuits or judgments against them? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. had a license or bond canceled or denied? <input type="checkbox"/> Yes <input type="checkbox"/> No 5. been a party to a surety bond claim? <input type="checkbox"/> Yes <input type="checkbox"/> No 6. been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explanations for fields marked Yes (If a longer explanation is necessary, attach to the end of this document)
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*BOND AMOUNTS: Medicare requires a surety bond that will offer \$50,000 in bond penalty for each NPI/location. An independent DME POS bond can be written for each or a blanket bond to cover all NPIs.

Owners and Spouses

Full Name (First, Last)			Phone Number	Email Address		
Current Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> N/A		Street Address		City	State	ZIP Code
Business Ownership _____ %	Years of Industry Experience	Net Worth \$	SSN	Date of Birth	Spouse of	
Full Name (First, Last)			Phone Number	Email Address		
Current Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> N/A		Street Address		City	State	ZIP Code
Business Ownership _____ %	Years of Industry Experience	Net Worth \$	SSN	Date of Birth	Spouse of	
Full Name (First, Last)			Phone Number	Email Address		
Current Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> N/A		Street Address		City	State	ZIP Code
Business Ownership _____ %	Years of Industry Experience	Net Worth \$	SSN	Date of Birth	Spouse of	
Full Name (First, Last)			Phone Number	Email Address		
Current Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> N/A		Street Address		City	State	ZIP Code
Business Ownership _____ %	Years of Industry Experience	Net Worth \$	SSN	Date of Birth	Spouse of	

APPLICANT'S BANK

Bank Name		Address	City	State	ZIP Code
Years with Bank	Credit Line \$	Contact Name (First, Last)			Contact Phone Number

INDEMNITY AGREEMENT

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, Surety and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of Surety (individually and collectively called "Surety") as follows:

1. Applicant agrees to pay Surety an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with Surety's then current premium rates or any minimum earned premium until Surety 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 Surety, is furnished to Surety.
2. Applicant agrees that Surety 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 Surety 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 Surety 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 Surety shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Surety a sum of money, equal to such reserve and any increase thereof, to be held by Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of Surety, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. If Surety 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 Surety, sworn to by an officer of Surety, shall be prima facie evidence of the liability of the undersigned to reimburse Surety for such payments with interests.
8. Surety 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 Surety 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 Surety 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 Surety of any claims or demand made against Surety or the principal under the bond or of any information Surety may receive concerning the principal, any contract, or bond. Surety shall have the 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 Surety are due, payable and performable at the Surety's election, in the Surety's domicile where venue of any action to enforce this agreement may be brought by Surety. Surety shall be entitled to recover all attorney's fees (including those of attorneys employed by Surety), 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 Surety 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.
14. Applicant specifically consents to the premium rate quoted by surety regardless of whether said rate is filed, unfiled, special, non-standard or any deviation from rates historically offered for similar risks. Applicant furthermore understands that broker or agent fees may be included in the fee quote and to those who likewise specifically consent.

Signature Instructions for Different Types of Applicants

Individual / Sole Owner

- *Applicant Signature*: signature of the individual or sole owner
- *Indemnitor 2 Signature*: signature of the applicant's spouse

Partnership

- *Applicant Signature*: signature of a partner
- *Indemnitor [#] Signature*: signatures of all other partners*
- *Indemnitor [#] Signature*: signatures of all spouses of partners*

*Signature and Name fields may be duplicated above to accommodate additional Indemnitors. On duplication, change "Indemnitor 5" to "Indemnitor 6", and so on.

Corporation†

- *Applicant Signature*: signature of president of corporation
- *Indemnitor [#] Signature*: signatures of all stockholders whose share in this corporation is 10% or more*
- *Indemnitor [#] Signature*: signatures of the spouses of all stockholders whose share in this corporation is 10% or more*

†Large, publicly traded companies, and certain private enterprises with significant levels of capital may be exempt from personal indemnity.

**By signing this application you are assuming specific obligations.
Please read carefully the preceding indemnity agreement.**

Signed and dated this _____ day of _____, 20_____

Witness Signature: _____

Witness Name: _____

Applicant Signature: _____

Applicant Name: _____

Additional Indemnitors

Witness Signature: _____

Witness Name: _____

Indemnitor 2 Signature: _____

Indemnitor 2 Name: _____

Witness Signature: _____

Witness Name: _____

Indemnitor 3 Signature: _____

Indemnitor 3 Name: _____

Witness Signature: _____

Witness Name: _____

Indemnitor 4 Signature: _____

Indemnitor 4 Name: _____

Witness Signature: _____

Witness Name: _____

Indemnitor 5 Signature: _____

Indemnitor 5 Name: _____



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WE'VE MADE IT EASY FOR YOU TO COMPLETE AND SUBMIT THIS APPLICATION

TWO EASY WAYS TO COMPLETE THIS APPLICATION — PRINT OR DIGITAL

For PRINT completion:

1. Print this PDF.
2. Complete the application with a black pen by legibly writing your responses in the applicable fields.
3. Use one of the following ways to submit the completed application:
 - a. Scan, then email the pages to Underwriting@SuretyOne.com or your assigned underwriter
 - b. Mail the pages to our Raleigh NC address (listed above)
 - c. Fax the pages to 919-834-7039

For DIGITAL completion:

1. Download this PDF to your computer.
2. Open the file in a PDF editor, such as Adobe Acrobat Reader DC (available for free here: <https://get.adobe.com/reader/>).
3. Complete the application by typing and clicking your responses in the applicable fields.
4. Save your updated file to your computer by going to File > Save as...
5. Use one of the following ways to submit the completed application:
 - a. Attach the PDF to an email, and send to Underwriting@SuretyOne.com or to your assigned underwriter
 - b. Upload the PDF to the form on SuretyOne.com/contact-us

Note: Incomplete applications may result in processing delays.

A DME POS bond or medicare/medicaid surety bond is part of the commercial surety bond class. In addition to a complete application, we require a personal financial statement from the owner(s) and a current business financial statement of the DME business. Commercial surety bonds are essentially unsecured credit instruments therefore personal credit is an important factor in certain underwriting and rating decisions. We offer non-standard program access to applicants that may have damaged credit or may not have had the opportunity to develop a consumer credit history. We decline no application, but rather offer terms that fit each applicant.

DENTISTS PROVIDING SLEEP MEDICINE PRACTITIONERS

As of the new year 2019, the Center for Medicare and Medicaid Services will require dentists that provide durable medical equipment and which participate in a CMS billing program to file a DMEPOS surety bond with the Center. Currently the rule's goal is to bring dental sleep medicine practitioners in to compliance. Affected dentists, like all DMEPOS suppliers (except for exempted professionals and other persons as specified by the Medicare Improvement for Patients and Providers Act of 2008) must comply with the Medicare program's DMEPOS bond requirement pursuant to 42 CFR §424.57(c). Visit <https://suretyone.com/dmepos-bond-for-dentists> for more.