

Premium Requested.

- 1 yr
- 2 yrs
- 3 yrs

PLEASE PRINT OR TYPE.

CNA SURETY

Form 10-E

EASY APPLICATION FOR BONDS

(Application Number)

- Individual
- Partnership
- Corporation
- Limited Liability Company
- Limited Liability Partnership

Applicant(s) - Individual, partners, or corporate owner(s). List the principal owner first. Attach additional Form 10-E's and cross reference if more than three owners. EACH MUST SIGN AT BOTTOM RIGHT.

Business or Corporate Name:

UT Physicians

Business Address 6410 FANNIN ST.
SUITE 1500 HOUSTON, TX 77030

Telephone # 832-325-7325

1. Name _____

Residence Address _____

Telephone # _____ Single

Social Security No. _____ Married (spouse must sign at bottom right.)

Does this applicant own real estate? Yes No

2. Name _____

Residence Address _____

Telephone # _____ Single

Social Security No. _____ Married (spouse must sign at bottom right.)

Does this applicant own real estate? Yes No

3. Name _____

Residence Address _____

Telephone # _____ Single

Social Security No. _____ Married (spouse must sign at bottom right.)

Does this applicant own real estate? Yes No

Number of Years in this Business: <u>19</u>	Number of Years Licensed: <u>19</u>
Type of Bond Requested:	
Amount of Bond: \$ <u>50,000</u>	License No. _____
Effective date: _____	

- Has the business, or any other owner/applicant:
- a. Ever been convicted of a crime? Yes No
 - b. Ever had their license suspended, revoked or denied? Yes No
 - c. Ever been party to a surety bond claim? Yes No
- (If any answers are yes, provide details.)

Entity requiring this bond (and address):

Agent's recommendation/additional comments:

INDEMNITY

The undersigned hereby indemnifies and holds harmless Western Surety Company, Universal Surety Company of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (each company hereinafter referred to herein as the "Company") to become free and quit. The undersigned hereby certifies the truth of all statements in the application, authorizes the Company to verify the information of the face of application and to conduct an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, of the face of any proposal or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and hereby and irrevocably agrees:

- (1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as a result of or by reason of having been surety on this bond or any other bond issued for any applicant and of indemnitor, or for the enforcement of this agreement, or for obtaining a release or evidence of non-payment under such bonds, regardless of whether such liability, loss, or cost, damages, attorney's fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- (3) To furnish to the Company with such history and cumulative transaction coverage that there is no further liability on the bond or any other bond issued for applicant.
- (4) Upon demand by the Company for any reason whatsoever, to deposit covered funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An amended statement of loss and expense incurred by the Company shall serve as evidence of the fact and extent of the liability of the undersigned to the Company.
- (6) That the Company may decline to become surety on any bond and may cancel any bond without cause and without any liability which might arise thereon.
- (7) That the Company shall, without notice, have the right to alter the period, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the fact that the undersigned has signed any other indemnity or security agreement, nor by the release of any indemnity, nor the return or exchange of any collateral advanced and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assigns to the Company any monies now due or hereafter becoming due under the contract, including all defined payments and retained percentage, except as to any equipment and materials due or owed on the contract.
- (9) At the Company's election, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitor consent to the jurisdiction of the courts of the State of South Dakota in the United States District Court for the District of South Dakota or in any state or proceeding then or in the future to enforce this indemnity agreement.
- (10) That the returns may be transmitted by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57104, if not less than twenty (20) days in advance, and any transmission notice directed to mailing, bar, discharge, limit, effect or impair the liability of any party hereto, for any bond, underwriting and obligations created prior to the date of the Company's notice and notice of such termination.
- (11) In the event of a payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date each payment is made.

Agency _____

Address _____
Street _____

City _____ State _____ Zip _____

Agent's Code _____

Signed this 29 day of May 2013

[Signature]
Signature & Business/Corporate Title _____

"Indemnitor"

"Indemnitor"

"Indemnitor"

NOTE: Personal indemnitors should sign their names before the word "indemnitor". See Guidelines on reverse side.

Check here if this correspondence was previously faxed or e-mailed.

CNA SURETY

PHONE (800) 331-6053 FAX (605) 335-0357

P.O. Box 5077 • Sioux Falls, South Dakota 57117-5077
www.cnasurety.com

CNA SURETY

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Form 10-E

Supplemental for

EASY APPLICATION FOR TEXAS MEDICAID PROVIDER BOND

Which Medicaid services do you provide? (choose one) Durable Medical Equipment
 Home Health Care

Federal Tax ID # 76-0459500 Medicaid Provider # (if available) 111810101

If you are any of the following please provide business and personal financial statements (Form 60 available under Bond Applications at CNASurety.com) and answer all the questions below:

- A home health care business
- A durable medical equipment business that needs *multiple bonds* and is not licensed as a pharmacist, optician, hospital, clinic, or skilled care facility
- A licensed pharmacist, optician, hospital, clinic, or skilled care facility that needs *more than 3 bonds*

How many years have you been receiving Medicaid reimbursement? 19 Approximate dollar amount of Medicaid billings in the last year \$ 229 M Expected in upcoming year \$ 463 M

Are you Medicare certified? Yes No If you are Medicare certified, what is your 10 digit National Provider Identifier (NPI) number? 1033157821

List any Medicaid Accreditation Organizations you have and the dates of accreditation

Date of your last audit by Medicaid _____ Any citations or problems reported? _____
If yes, describe: _____

Have you ever had a Medicare or Medicaid license revoked or experienced an adverse legal action relative to Medicare or Medicaid? NO If yes, describe: _____



Western Surety Company

COVERAGE CONFIRMATION FOR BOND WHICH IS CONTINUOUS IN FORM

WESTERN SURETY COMPANY confirms that:

Bond No. 71421027 originally dated May 29, 2013 (continuous in form)
in the amount of Fifty Thousand and 00/100 DOLLARS (\$50,000.00)
issued on behalf of UT Physicians
as Principal. Principal's address is 6410 Fannin St., Ste. 1500, Houston, TX 77030 and
Tax ID/Medicare Provider Number is 304510601, in favor of the Texas
Health and Human Services Commission (HHSC), is in full force and effect and will remain in full force and
effect through May 29, 2017, unless cancelled by the Surety or otherwise terminated.

PROVIDED, that the total liability of WESTERN SURETY COMPANY for all claims on the bond shall not
exceed in the aggregate the amount stated above.

Signed and sealed this 7th day of March, 2016

PROVIDER:

UT Physicians

WESTERN SURETY COMPANY

By: _____
Signature of Authorized Representative

By: Paul T. Brylat
Paul T. Brylat, Vice President

Printed Name and Title

Address of Provider:
6410 Fannin St., Ste. 1500
Houston, TX 77030

Mailing Address of Surety:
P.O. Box 5077
Sioux Falls, SD 57117-5077

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One MEDICAID PROVIDER

bond with bond number 71421027

for DT PHYSICIANS

as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of March, 2016.

ATTEST

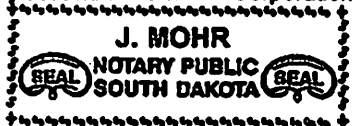
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 7th day of March, 2016, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

