

## RESIDENT FUND SURETY BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT

\_\_\_\_\_ in the city of \_\_\_\_\_  
\_\_\_\_\_ in the county of \_\_\_\_\_ in the State of \_\_\_\_\_ as  
Principal, now or about to be licensed by the Illinois Department of Public Health to provide residents with long term care at the  
long-term care facility known as \_\_\_\_\_ located in the city of  
\_\_\_\_\_ in the county of \_\_\_\_\_ in the State of \_\_\_\_\_, and  
\_\_\_\_\_ as Surety, a company duly authorized to transact surety business in the State  
of Illinois, are hereby held and firmly bound unto the residents of the above referenced facility and/or other responsible parties  
representing such residents according to the terms and conditions of this bond in the penal sum of \_\_\_\_\_ for the  
payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

2. WHEREAS the Principal is now engaged or about to be engaged in the business of providing long-term care to residents of the above  
referenced facility and the Principal as an incident to such business is now accepting or is about to accept funds from some or all of such  
residents for management and safekeeping the Principal is therefore subject to all provisions of the Nursing Home Care Act which Act is  
by reference incorporated herein.

3. NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH, that if the Principal while engaged in such business as described  
in paragraph two (2) above shall comply with all of the provisions of Section 2-201 of the Nursing Home Care Act as now or hereafter  
amended and all other Sections of said Act regarding the management and safekeeping of resident funds then this obligation to be null and  
void, otherwise to be in full force and effect.

4. PROVIDED FURTHER, that the amount of the penal sum established in paragraph one (1) above shall be no less than the maximum  
dollar amount of all resident funds accepted and managed by the Principal at any time during the one year period preceding the date of  
execution of this bond, or the estimated maximum dollar amount of all such resident funds to be accepted and managed by the Principal at  
any time during the one year period following the date of execution of this bond, whichever is greater, information regarding such amount  
to be provided by the Principal on Schedule A attached hereto and incorporated herein and filed with the Illinois Department of Public  
Health as provided in paragraph 5.

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

6. PROVIDED FURTHER, that this bond shall be executed by the Principal and Surety and filed together with the aforesaid Schedule A at  
the Illinois Department of Public Health Division of Long Term Care Quality Assurance, 525 West Jefferson, Springfield, Illinois 62761.

7. PROVIDED FURTHER, that the term "residents" as employed in this bond shall include all persons presently and hereafter residing in the above referenced facility and all persons who after a term of residence in the above referenced facility are voluntarily or involuntarily discharged.

8. PROVIDED FURTHER, that the term "other responsible parties representing such residents" as employed in this bond shall include the resident's guardian, the parent of a minor resident, the resident's representative as defined in Section 1-123 of the Nursing Home Care Act, a member of the resident's immediate family as defined by Section 1-114.1 of the Nursing Home Care Act, the administrator or executor of the resident's estate, any person or agency serving as a source of financial support for the resident, or any other person rightfully entitled to resident funds held by the Principal.

9. PROVIDED FURTHER, that this bond shall be continuous in form and may be terminated by the Surety upon its giving thirty (30) days written notice to the Principal of such termination, and the Surety shall simultaneously file a copy of such notice with the Illinois Department of Public Health at the address provided in paragraph 6 above.

10. PROVIDED FURTHER, that the Illinois Department of Public Health shall be the obligee.

11. IN WITNESS WHEREOF, we have duly executed the foregoing obligation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Surety

\_\_\_\_\_

Attorney In Fact

\_\_\_\_\_

Address of Surety

\_\_\_\_\_

Name of Principal

\_\_\_\_\_

by Agent of Principal

\_\_\_\_\_

Address of Principal

\_\_\_\_\_

Surety Bond Sample  
Provided by BondAbility

SCHEDULE A

1. Name of Principal \_\_\_\_\_  
Agent of Principal \_\_\_\_\_  
Address of Principal \_\_\_\_\_
2. Name of Surety \_\_\_\_\_  
Attorney In Fact \_\_\_\_\_  
Address of Surety \_\_\_\_\_
3. Name of Facility \_\_\_\_\_
4. Date of execution of bond between Principal and Surety \_\_\_\_\_.
5. In the one year period preceding the date indicated in paragraph 4 above, the maximum dollar amount of all resident funds accepted and managed by the Principal at any time during such period was \_\_\_\_\_.
6. For the one year period following the date indicated in paragraph 4 above, the estimated maximum dollar amount of all resident funds to be accepted and managed by the Principal at any time during such period is \_\_\_\_\_.
7. The greater of the two dollar amounts indicated in paragraphs 5 and 6 of this Schedule A shall be the minimum dollar amount of the penal sum indicated in paragraph 1 of the Resident Fund Surety Bond.

Surety Bond Sample  
Provided by BondAbility