

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
HEALTH CARE CLINIC NONIMMIGRANT ALIEN SURETY BOND

BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ owner(s) of _____, City of _____, County of _____, State of _____, as principal, and _____ (surety name), a corporation organized and existing under the laws of the State of _____, with a place of business at _____ (surety address), City of _____, County of _____, State of _____, and licensed to transact a surety business in the State of Florida, as surety, are indebted to the State of Florida, Agency for Health Care Administration (AHCA), in the penal sum of Five Hundred Thousand Dollars (\$500,000), pursuant to §408.8065(2), Florida Statutes (F.S.), for which payment principal and surety bind ourselves and our legal representatives and successors, jointly and severally.

The condition of this obligation is that principal is a health care clinic as defined in §400.9905(4), F.S., and is required, pursuant to §408.8065(2), F.S., to file a surety bond in the amount of \$500,000 to guarantee that the health care clinic will operate in full conformity with all legal requirements for operating a health care clinic.

1. The total aggregate liability of the surety shall be limited to the sum of \$500,000 Dollars.
2. This bond and the obligation under the bond shall be deemed to run continuously, and shall remain in full force and effect for two years until and unless the bond is terminated and canceled in the manner provided or as otherwise provided by law.
3. Surety reserves the right to terminate this bond at any time, such termination to be effected by surety's giving sixty (60) days written notice, including reason, by certified or registered mail to: The principal and AHCA Health Care Clinic Unit, 2727 Mahan Drive, MS#53, Tallahassee, Florida, 32308. The liability of surety on this bond shall cease sixty (60) days after receipt of the termination notice by AHCA and principal, or on the filing and acceptance of a new bond whichever first occurs; and the bond shall terminate and be of no further force or effect, except as to any liability, debt, or other obligation incurred or accrued prior to the effective date of such termination. The principal insured under the bond shall, within thirty (30) days of the filing of the notice of termination, provide AHCA with a replacement bond.
4. In the event principal and surety, or either of them, is served with notice of any action brought against principal or surety under this bond, written notice of the filing of such action shall be immediately given by principal or surety, as each is served with notice of the action to: AHCA Health Care Clinic Unit, 2727 Mahan Drive, MS#53, Tallahassee, Florida, 32308.
5. In the event any actions or proceedings are initiated with respect to this bond, the parties agree that the venue shall be solely in Leon County, State of Florida.
6. Should any proceedings be necessary to enforce this bond, AHCA shall be allowed to recover attorney fees, in addition to other sums found due, as damages.
7. It is agreed that this bond shall be governed by and construed in accordance with the laws of the State of Florida.

8. Neither this bond nor the obligation of this bond, nor any interest in the bond, may be assigned without the prior, express, and written consent of surety.

9. No right of action shall accrue on account of this bond for the use or benefit of any individual, partnership, corporation, or other entity, other than AHCA.

The premium for which this bond is written is _____ Dollars (\$_____).
In witness whereof, each party to this bond has caused it to be executed at the place and on the date indicated below.

PROVIDER

SURETY COMPANY

SIGNED and SEALED in the presence of:

Witness

Witness

By: _____

By: _____

Executed at _____, ~~Florida~~, this _____ day of _____, 20____.

By: _____

Florida Resident Agent of Surety Company

Note: Attach a properly certified copy of the Agent's Power of Attorney to this Bond.