

| | | | |
|-------------------------|--------------------|----------------------------|--------------------|
| PERFORMANCE BOND | DATE BOND EXECUTED | LINE OF BUSINESS ("X" one) | MA |
| | | ACC | ALTCS-EPD ACC-RBHA |

| | | | | |
|--|--------------------------------|-------------------|-----------------|------------|
| PRINCIPAL (Legal name, phone number, and business address) | TYPE OF ORGANIZATION ("X" one) | | | |
| | INDIVIDUAL | PARTNERSHIP | JOINT VENTURE | |
| | CORPORATION | OTHER (Specify) | | |
| | STATE OF INCORPORATION | | | |
| SURETY(IES) (Name(s), phone numbers, and business address(es)) | Cusip/Document# | PENAL SUM OF BOND | | |
| | | MILLION(S) | THOUSAND(S) | HUNDRED(S) |
| | | | | CENTS |
| | | CONTRACT DATE | CONTRACT NUMBER | |

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the Arizona Health Care Cost Containment System, an agency of the State of Arizona (hereinafter called AHCCCS) in the above penal sum. For payment of the penal sum, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

- a) The Principal has entered into the contract identified above.
- b) The surety is rated at least A by A.M. Best Company of a standard commercial scope and issued by a bank, credit union, savings and loan, insured by the appropriate Federal agency, or an insurance company authorized to do business in the State of Arizona.
- c) The bond is in an amount that meets or exceeds the performance bond dollar requirement.
- d) The bond guarantees performance by the Contractor for all obligations, including post-award obligations that precede the beginning of the first contract year and all obligations that follow termination or expiration of the contract.
- e) The bond cannot be changed in the amount, duration or scope or discontinued without the written authorization of the AHCCCS Division of Business Finance (DBF). Any changes in the surety or the terms of the bond must be approved in writing by AHCCCS DBF Finance at least 30 days prior to the anticipated change date.
- f) Notwithstanding the provisions of the Contract this bond shall apply to performance by the Principal from the date of _____, until the date of _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to AHCCCS recoverable under this bond or any renewal or continuation thereof.
- g) The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the limit of liability as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

THEREFORE:

The above obligation is void if the Principal-

- 1. Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by AHCCCS, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
- 2. Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL


| | | | | |
|-------------------------------|----|----|----|----------------|
| SIGNATURE(S) | 1. | 2. | 3. | Corporate Seal |
| NAME(S) & TITLE(S) (Typed) | 1. | 2. | 3. | |

CORPORATE SURETY(IES)

| | | | | | | |
|----------|-------------------------------|----|------------------------|------------------|----------------------|----------------|
| SURETY A | NAME, ADDRESS, & PHONE NUMBER | | STATE OF INCORPORATION | A.M. Best Rating | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | | |

CORPORATE SURETY(IES) (Continued)

| | | | | | | |
|-----------------|--------------------------------------|----|------------------------|------------------|----------------------|----------------|
| SURETY B | NAME, ADDRESS, & PHONE NUMBER | | STATE OF INCORPORATION | A.M. Best Rating | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | | |
| SURETY C | NAME, ADDRESS, & PHONE NUMBER | | STATE OF INCORPORATION | A.M. Best Rating | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | | |
| SURETY D | NAME, ADDRESS, & PHONE NUMBER | | STATE OF INCORPORATION | A.M. Best Rating | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | | |
| SURETY E | NAME, ADDRESS, & PHONE NUMBER | | STATE OF INCORPORATION | A.M. Best Rating | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | | |
| SURETY F | NAME, ADDRESS, & PHONE NUMBER | | STATE OF INCORPORATION | A.M. Best Rating | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | | |
| SURETY G | NAME, ADDRESS, & PHONE NUMBER | | STATE OF INCORPORATION | A.M. Best Rating | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | 2. | | | |

| | | |
|---|------------------------|------------|
| BOND PREMIUM  | RATE PER THOUSAND (\$) | TOTAL (\$) |
| | | |

INSTRUCTIONS

- This form is authorized for use in connection with AHCCCS contracts. Any deviation from this form will require the written approval of the DBF Finance Administrator.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not an officer of the corporation involved.
- (a) The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name, address & phone number for each surety bond entity in the space provided.
- Type the name and title of each person signing this bond in the space provided.