



# ARKANSAS INSURANCE DEPARTMENT

Jay Bradford  
Insurance Commissioner

## **DEPOSIT AGREEMENT FOR HEALTH MAINTENANCE ORGANIZATION (HMO)**

This agreement is entered into by and between the Insurance Commissioner of the State of Arkansas ("Commissioner") and \_\_\_\_\_ desires to qualify in the State of Arkansas for issuance or continuance of a Certificate of Authority to transact its business as a health maintenance organization pursuant to Arkansas Code Annotated Section 23-76-101, et seq.

Pursuant to the provisions of Arkansas Code Annotated Section 23-76-118, the purpose of this agreement is to insure the solvency of \_\_\_\_\_, and to guarantee that the obligations to the enrollees of \_\_\_\_\_ will be performed.

It further agreed that this deposit shall be subject to Arkansas Code Annotated Section 23-63-901, et seq. \_\_\_\_\_ agrees to deposit cash, securities, or other assets, subject to the approval of the Commissioner. It is agreed that the initial amount of this deposit shall be not less than a market value of \$\_\_\_\_\_.

\_\_\_\_\_, hereby agrees to deposit additional assets, as may from time to time be necessary, to maintain the market value of this deposit at the initial amount, or any other amount required by the Commissioner.

It is agreed that the initial deposit shall consist of the following assets:

<u>DESCRIPTION</u>	<u>RATE</u>	<u>PAR VALUE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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It is agreed that \_\_\_\_\_ can, subject to the prior approval of the Commissioner, substitute other acceptable assets of the same or greater value at any time for those assets on deposit pursuant to this agreement.

The parties hereto agree that this deposit of assets shall remain on deposit for the benefit and protection of the enrollees and creditors of \_\_\_\_\_:

1. for so long as the health maintenance organization has any outstanding liability in Arkansas; or
2. until such time as the Commissioner determines that the successful operations of the health maintenance organization warrant release of all or part of the initial amount.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
HMO

BY: \_\_\_\_\_  
SIGNATURE & TITLE

BY: \_\_\_\_\_  
SIGNATURE & TITLE

COUNTY OF \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ )

ACKNOWLEDGEMENT

Subscribed and sworn to or affirmed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMMISSIONER

\_\_\_\_\_  
DATE