STATE OF ALABAMA

ALABAMA MEDICAID AGENCY Bond #

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of _____

_____ as Principal,

and _____

a surety company organized under the laws of the State of Alabama and licensed to do business in the State of Alabama, as Surety, are held and firmly bound unto the Alabama Medicaid Agency in the aggregate sum of _____ ($ _____)dollars, for which sum said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, for the use and benefit of the residents of said Facility who deposit or have deposited or managed for them, residents funds.

WHEREAS the above-named Principal is a nursing home Administrator, fully licensed under § 34-20-2, Code of Alabama (1975).

WHEREAS said Principal holds Facility resident's funds in a fiduciary capacity, and as such must (1) faithfully account for all residents funds so received or managed, and disbursed or expended and (2) shall well and truly hold separately and in trust all patients funds and (3) shall render true and complete accounts to the patient, the depositors, and the obligee when requested, and (4) upon termination of each said deposit shall account for all funds received thereunder expended and held on hand.

NOW THEREFORE, if said Principal shall faithfully maintain said funds held in trust for facility residents then this obligation shall be null and void.

The Alabama Medicaid Agency or, with the written consent of the Commissioner of the Alabama Medicaid Agency, any aggrieved patient or depositor, may maintain in his own name, an action on this bond, to recover for Principal's alleged breaches of conditions hereof.

In the event there is litigation based on any part, of this agreement, whether initiated by Principal, Surety, or the Alabama Medicaid Agency, it is agreed that such litigation shall be conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdiction of those respective courts. This provision is not

intended, nor shall it operate, to enlarge the jurisdiction of either of said courts, but is merely an agreement and stipulation as to venue.

This bond shall be effective as of 12:01 a.m. of _____, and shall continue in full force and effect until _____. This bond may be canceled by the Surety by giving six (6) months notice in writing of its intention to do so to said Principal and the Commissioner of the Alabama Medicaid Agency. Surety shall be relieved of any further liability under this bond six (6) months after receipt of said notice by the Principal and the Commissioner of the Alabama Medicaid Agency. Notice must be sent via certified mail or its equivalent and will not be effective until receipt by the Principal and the Commissioner of the Alabama Medicaid Agency and Surety will not be discharged from any liability already accrued upon the date of the receipt of the notice of cancellation.

IN WITNESS WHEREOF, the Principal has caused these presents to be executed by affixing hereto his/her signature and the Surety has caused these presents to be executed by the signature of its Attorney in Fact (Agent or Attorney in Fact of Surety) and its seal affixed hereto this _____ day of _____ _____.

_____
PRINCIPAL

_____
SURETY

(Attach a certified copy of a power of attorney for the Agent or Attorney in Fact who executes this Bond.)

BY: _____
AGENT or ATTORNEY IN FACT