

**RESIDENTS PERSONAL FUNDS TRUST FUND  
STATE OF NORTH CAROLINA**

Division of Medical Assistance Certification Section  
701 Barbour Drive  
Raleigh, NC 27603  
Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_,  
as Principal, and the \_\_\_\_\_,

a surety company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of North Carolina, are held and firmly bound to the aforementioned principal's participants in the resident fund in the total penal sum of \_\_\_\_\_

DOLLARS ( \_\_\_\_\_ ) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above named Principal is the owner and/or operator of a nursing home facility and as such is licensee under North Carolina Licensing Statutes.

WHEREAS, Federal Statute 42 U.S.C.A. & 139Gr (c) (6) requires the said Principal to assure the security of all personal funds of residents deposited and trusted to Principal;

NOW, THEREFORE, the condition of this obligation is such that the above named Principal shall (1) well and truly hold separately and in trust all residents/funds deposited with Principal as nursing home or nursing facility; and (2) shall administer said funds on behalf of said residents in the manner directed by 42 U.S.C.A. & 130Gr (c) (6) and (3) shall render true and complete accounts to the residents, the depositors and the State of North Carolina when requested; and (4) thereunder, expended and held on hand and shall return the full balance to the resident in accordance with Federal Statute 42 U.S.C.A. & 139Gr (c) (6) then this obligation shall be null and void.

PROVIDED, that regardless of the number of years this bond remains in effect, or the number of amount of claims or claimants, in no event shall the aggregate liability of the surety under this bond exceed the penal sum of this bond.

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 Oblige of such termination, and the Surety shall simultaneously send a copy of such notice to the Principal.

Signed and Sealed effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title

Title Attorney-in-fact