

RESIDENTS' PERSONAL FUNDS TRUST FUND

BOND NUMBER:

NOW ALL PERSONS BY THESE PRESENTS, that we,
as Principal, and _____ a surety company organized
under the laws of the State of _____ and licensed to do business in the State of
New York, as Surety, are held and firmly bound unto the New York Dept. of Health, as Obligee for the use and
benefit of injured persons 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 facility as defined in 10 NY
CRR Section 415.26 (h) (s) (v) of New York State, and as such is licensee under said Code, and

WHEREAS, Federal Statute 42 U.S.C.A. Sub-Section 1396r (c) (6) and 10 NY CRR Section 415.26 (h) (s) (v)
require the said Principal to assure the security of all personal funds of residents deposited and entrusted 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.
Sub-Section 1396r (c) (6) and 10 NY CRR Section 415.26 (h) (s) (v); and (3) shall render true and complete
accounts to the residents, the depositors and the Department of Health acting through the Bureau of Long
Term Care, when requested; and (4) upon termination of said deposit, shall account for all funds received
thereunder, expended and held on hand and shall return the full balance to the resident or other responsible
party representing such resident in accordance with "THE ABOVE SECTIONS", then this obligation shall be
null and void, otherwise to remain in full force and effect.

PROVIDED, that any responsible party having a claim against said principal for any violations of Sections
"THE ABOVE SECTIONS", acting through the Bureau of Long Term Care may bring suit on this bond in any
court of competent jurisdiction.

PROVIDED, that regardless of the number of years this bond remains in effect, or the number or 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, that the responsible parties representing such residents" as employed in this bond
shall include the resident, the guardian, the parent of a minor resident, the resident's responsible party, a member
of the immediate family, the administrator or executor of the residents' estate, any person or agency
serving as a source of financial support for the resident, or any other person rightfully entitled to resident funds
held by the Principal.

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

In witness whereof, the Principal and the Surety have hereunto set their hands and seals this

Principal: _____

Surety: _____

, Attorney-in-Fact

