

MULTIPLE SIGNATURE VERIFICATION AGREEMENT FOR CUSTODY ARRANGEMENTS

Account Number: _____

In consideration of the mutual promises and undertakings expressed herein, this Agreement is entered into between _____ Bank ("Custody Bank"), located in the State of Florida, and _____ Health Plan ("Health Plan"), effective as of the _____ day of _____, 20__.

DEFINITIONS:

Cash and Cash Equivalents: Assets held by the designated Custody Bank that are cash or can be converted into cash immediately.

Free Delivery: the withdrawal of cash and cash equivalents or securities from a Custody Bank account without a reciprocal exchange of other like kind cash and cash equivalents or securities

Like Kind Exchange: Cash and cash equivalents or securities in which each side of the transaction are of equal value.

Securities: U.S. Government Treasury Securities that have the full faith and credit of the United States federal government listed in EXHIBIT A.

1. Health Plan is opening the Custodial Bank custody investment account referenced by number above ("the Account"), pursuant to the conditions contained in the agreement entered between Health Plan and the Office of the Director of Medicaid, State of Florida Agency for Health Care Administration ("Medicaid") dated _____, 20__.
2. Pursuant to its agreement with Medicaid, Health Plan desires, and Bank agrees to provide, a "hold" on the custody account so that withdrawals of cash and cash equivalents or securities made for free delivery may be made only by properly authorized written request, and upon manual examination of the requests, which service shall be subject to the terms and restrictions set forth below.
3. Pursuant to its agreement with Medicaid, withdrawals of cash and cash equivalents and securities that are held by the Custody Bank are allowed, in exchange for like kind cash and cash equivalents or securities listed in Exhibit A that are to be delivered to the Custody Bank on the same date as withdrawals are executed, which service shall be subject to the terms and restrictions set forth below.
4. Custody Bank will only honor written requests for withdrawals made for free delivery which bear the signatures of two authorized representatives of Medicaid and two signatures of authorized representatives of Health Plan. Medicaid and Health Plan are providing to Custody Bank examples of the signatures of the authorized representatives.
5. Custody Bank will only honor requests for withdrawals made in exchange for like kind cash and cash equivalents or securities when executed by authorized representatives of Health Plan. Health Plan is providing to Custody Bank examples of the signatures of the authorized representatives. Custody Bank agrees to not honor withdrawals for like kind exchanges of securities when incoming securities are not in accordance with the securities listed in Exhibit A.
6. Health Plan will present the written, properly executed requests for withdrawals for free delivery and withdrawals for a like kind exchange of cash and cash equivalents or securities to the attention of _____, at Custody Bank, located at _____, Florida, _____, between the hours of 8:00 am and 4:00 pm, EST, during banking business days. Request for withdrawals will contain the Account number, the amount of the cash and cash equivalents or securities to be withdrawn, a description of the payee or beneficiary Bank or Custody Bank who shall receive the funds, and the appropriate signatures for each type of withdrawal as stipulated in Sections 4 and 5.
7. Custody Bank agrees to review and honor the requests, provided the appropriate signatures are provided for each type of transfer request

8. Custody Bank shall return to Health Plan any request that does not meet the above-described requirements. Custody Bank shall have the sole discretion to determine whether the requirements have been met.
9. Custody Bank shall deliver on a monthly basis to Medicaid and the Health Plan, a report that discloses the current market value of all cash and cash equivalents and securities held by the Custody bank. This report shall also disclose all transactions that occurred in the custody account for the reporting period. The Custody Bank shall also prepare market value reports on an “on demand” basis when requested by Medicaid or the Health Plan.
10. Pursuant to its agreement with Medicaid, Health Plan agrees that in the event that Medicaid determines Health Plan to be insolvent and notifies Custody Bank of its determination, the Custody Bank shall refuse to honor withdrawal requests for like kind transactions. Further, upon determination by Medicaid that Health Plan is insolvent and notice is provided to the Custody Bank, Medicaid may make withdrawals on the account by two authorized representatives of Medicaid, without the authorized signatures from Health Plan. Custody Bank shall not be responsible or liable for determining insolvency. Custody Bank shall not be required to permit withdrawals upon the sole order of Medicaid until written notification is received from Medicaid at the address described in Paragraph 4, and the Custody Bank has had a reasonable time to act thereon but in no event later than two (2) business days.
11. Except to the extent that Custody Bank is negligent in performing its duties under this Agreement, Health Plan shall indemnify and hold Custody Bank harmless against any claim, loss, liability, damage, cost or expense (including reasonable attorneys’ fees incurred by Custody Bank) arising out of or in any way relating to Custody Bank’s compliance with the terms of this Agreement.
12. This Agreement shall supplement the Bank Deposit Agreement, any corporate or other resolution of Health Plan relating to the Custody Account, and any other agreements or terms affecting the Custody Account. All legal rights and obligations of Health Plan and Custody Bank under such other documents and pursuant to any applicable laws and banking regulations shall remain in effect, except as expressly modified by this Agreement.
13. This Agreement shall be executed by all currently authorized signers on the Custody Account, and it shall continue in effect notwithstanding any subsequent change of authorized signers, and without any requirement that it be re-executed or amended.
14. This Agreement may be terminated at any time by Custody Bank or Health Plan, provided Health Plan provides Custody Bank written approval from Medicaid, and provided that the indemnification provision of paragraph 12 above shall continue in effect after any such termination with respect to any withdrawals or requests handled by Custody Bank prior to such termination. This Agreement shall be binding upon and shall inure to the benefit of any successors and assigns of Health Plan, Medicaid, and Custody Bank.

The undersigned parties have executed this Agreement through their duly authorized representatives as of the date shown above.

CUSTODY BANK

HEALTH PLAN

By: _____
 Signature

 Print Name

 Title

By: _____
 Signature

 Print Name

 Title

HEALTH PLAN’S CERTIFICATION OF AUTHORITY

The undersigned hereby certifies that: (1) (S)He is the Secretary of _____ Health Plan; and (2) the foregoing Agreement is consistent with any corporate or other resolution(s) of Health Plan previously or contemporaneously provided to Custody Bank.

By _____
Signature

[Affix corporate seal]

Print Name
Date of Certification: _____

AUTHORIZED SIGNATURES

HEALTH PLAN	AGENCY FOR HEALTH CARE ADMINISTRATION
_____ Signature	_____ Deputy Secretary, Medicaid Print Name: <u>Justin Senior</u>
_____ Title	_____ Asst. Deputy Secretary, Medicaid Health Systems Print Name: <u>David Rogers</u>
_____ Print Name	_____ Asst. Deputy Secretary, Medicaid Finance Print Name: <u>Dan McClary</u>
_____ Signature	
_____ Title	
_____ Print Name	
_____ Signature	
_____ Title	
_____ Print Name	

Exhibit A		
Approved Securities		
Security	Maturity Term	Guarantee
U.S Treasury Bills	All	Full Faith & Credit of the U.S. Government
U.S. Treasury Notes	Not to Exceed 3 Years	Full Faith & Credit of the U.S. Government