

TRUST AND INDEMNITY AGREEMENT

AGREEMENT made this _____ day of _____ 2014, between the Municipal Alliance Health Insurance Fund (hereinafter referred to as "Fund"), with an address of c/o _____, 25 Fairview Avenue, Verona New Jersey 07044 (973.857.0870) and the local governmental unit _____ (hereinafter referred to either as "Local Unit" or as "Member"; both the Fund and Local Unit/Member being jointly referred to as the "Parties").

WHEREAS, Member has adopted a Resolution or Ordinance dated _____, agreeing to become a participant in the Fund and approving the By-Laws, subsequently approved by the Commissioner of the New Jersey Department of Banking and Insurance; and

WHEREAS, NJSA 40A:10-36 et. seq. and the regulations implemented thereunder at NJAC 11:15-3.1, et. seq., require a written agreement between the local government units and the Fund (NJAC 11:15-3.3(a) and NJAC 11:15-3.6(b)(6)).

NOW THEREFORE, in consideration of the mutual promises and covenants of the Parties, they agree as follows:

- I. Local Unit agrees to participate as a Member of the Fund and contribute such sums and pay such assessments into the Fund that are required for the administrative costs and claims for the coverages provided by the Fund, which include the following (check those that apply):
 - a. Hospitalization _____
 - b. Major Medical _____
 - c. Prescription Drug _____
 - d. Dental _____
 - e. Vision _____
 - f. Other _____ (specify)
- II. Member agrees to participate in the Fund to the extent designated in Paragraph I above for an initial period of three years as permitted by NJSA 40A:11-15(6), NJAC 11:15-3.3(a) and subject to NJAC 11:15-3.10., beginning upon the approval of the Commissioner of Insurance to commence operations.
- III. Member affirms that it has never defaulted on any self insured claim, and has not been cancelled under a policy of insurance for the non payment of premiums within the past two years.

- IV. Member confirms it has by resolution accepted the By-Laws of the Fund, and as subsequently approved by the Commissioner of the Department of Banking and Insurance, and agrees to be bound by them.
- V. As per NJAC 11:15-3.2, Member agrees to be jointly and severally liable for the assumption and discharge of each and every other Member of the Fund, but only to the extent of its participation in the type of coverage specifically designated in Paragraph I above.
- VI. Fund agrees to operate all accounts established thereunder, and administer all monies contributed to the Fund with the enabling legislation authorizing the Fund (NJSA 40A:10-36, et. seq.), enabling regulations regarding the operations of the Fund (NJAC 11:15-3.1, et. seq.), in addition to operating in compliance with the provisions of the "Local Fiscal Affairs Law" (N.J.S.A. 40A:5-1, et. seq.), the "Local Public Contracts Law" (N.J.S.A. 40A:11-1 et. seq.), and regulations (including but not limited to N.J.A.C. 5:34) and the various statutes authorizing the investment of public funds, including, but not limited to, N.J.S.A. 40A:10-10(b), 17-12B-241 and 17:16I-1 et. seq., the By-Laws of the Fund, and such other rules and regulations as govern the custody, investment and expenditures of public funds.
- VII. To further the intent and purposes of Paragraph VI above, Fund agrees that all assessment payments made by Member shall be held in trust for the benefit of the Member. Separate trust accounts must be established by the Fund in accordance with NJAC 11:15-3.6(b)(6) and by Fund Year. The monies from said Fund accounts shall be disbursed solely for the payment of claims, allocated claims expenses and excess insurance or reinsurance premiums for the coverage category which a member has agreed to participate in pursuant to Paragraph 1 above. The funds on deposit in one trust account for a specific type of coverage may only be expended, assessed or attached for use by the Fund for those Members electing that specific type of coverage. Any other obligations or liabilities from other types of coverage may only be paid on behalf of those participating Members which have contributed to trust funds established to provide those additional, specific types of coverage.
- VIII. Member acknowledges that upon payment of its assessment(s) into the trust account(s), it shall not have any further right to said funds except as deemed surplus and returnable by the Fund in accord with the Fund's By-Laws or in the event of termination of the Fund, limited in that event to the extent authorized by the Fund's By-Laws, the laws and regulations of the State of New Jersey, and the Direction of the Commissioner of the Department of Banking and Insurance.
- IX. Member agrees that if it fails to promptly pay any such assessment(s) charged to it or to comply with the By-Laws and regulations of the Fund, that it shall indemnify the Fund, its officers, employees, Commissioners, and service organizations for any loss or damage resulting from such failure.

X. This Agreement shall be governed by the laws of the State of New Jersey

Recorded Vote of Member:

Roll Call: AYES _____

NAYS _____

Adopted: _____

CERTIFICATION

I, _____, do hereby certify that the attached is a true copy of the a Resolution adopted by the _____, at its regular meeting held on _____, approving the "Indemnity and Trust Agreement"

Dated: _____

AFFIX SEAL