

SCHOOLS HEALTH INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, in the County of _____, State of New Jersey, by and Between the **SCHOOLS HEALTH INSURANCE FUND** referred to as "SHIF" and the governing body of the _____ a duly constituted Board of Education (or insert appropriate description), hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the governing bodies of various school boards within the State of New Jersey, have elected to form a joint insurance fund as defined in N.J.A.C. 11:15-5.2, and as such an entity is authorized and described in N.J.S.A. N.J.S.A. 18A:18B-1 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the SCHOOL BOARD has agreed to become a member of the SHIF in accordance with and to the extent provided for in the Bylaws of the SHIF and in consideration of such obligations and benefits to be shared by the membership of the SHIF;

NOW THEREFORE, it is agreed as follows:

1. The SCHOOL BOARD accepts the SHIF's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The SCHOOL BOARD agrees to participate in the SHIF with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the SCHOOL BOARD's resolution to join.
3. The SCHOOL BOARD agrees to become a member of the SHIF and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on July 1, 2017 and ending on June 30, 2020 at 12:01 AM provided, however, that the SCHOOL BOARD may withdraw at any time subsequent to the delivery of ninety (90) day prior written notice of the intent to withdraw to the SHIF as provided in the Bylaws.

4. The SCHOOL BOARD certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.

5. In consideration of membership in the SHIF, the SCHOOL BOARD agrees (i) that it shall jointly and severally assume and discharge the liability of each and every member of the SHIF for the periods during which the SCHOOL BOARD is a member of the SHIF, (ii) acknowledges that the SCHOOL BOARD and all other members of the SHIF, as a condition of membership in the SHIF, have executed and delivered an Indemnity and Trust Agreement similar to this Agreement and (iii) by the execution of this Agreement the full faith and credit of the SCHOOL BOARD is pledged to the punctual payment of any sums which shall become due to the SHIF in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the SCHOOL BOARD for claims and expenses that are not covered by the SHIF, or for that portion of any claim or liability not within the SCHOOL BOARD's retained limit or in an amount which is in excess of the SHIF's limit of coverage.

6. If the SHIF in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the SCHOOL BOARD agrees to reimburse the SHIF for all such reasonable expenses, fees, and costs, inclusive of attorney fees, on demand.

7. The SCHOOL BOARD and the SHIF agree that the SHIF shall hold all moneys in excess of the SCHOOL BOARD's retained loss fund paid by the SCHOOL BOARD to the SHIF as fiduciaries for the benefit of SHIF claimants all in accordance with N.J.A.C. 11:15-5.1 et seq.

8. The SHIF shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. N.J.S.A. 18A:18B-1 et seq., and N.J.A.C. 11:15-5.13 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance
- b) Employee contributions to contributory group health insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding the terms of paragraph 8, above, to the contrary, the SHIF shall not be required to establish separate trust accounts for employee contributions provided the SHIF provides a plan in its Bylaws or Risk Management Plan for the recording and accounting of employee contributions of each member.

10. Each SCHOOL BOARD who shall become a member of the SHIF shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement. Each SCHOOL BOARD, by the execution and delivery of an Indemnity and Trust Agreement agrees to be jointly and severally bound with each other member of the SHIF who executes and delivers an Indemnity and Trust Agreement to the terms and conditions set forth in said Indemnity and Trust Agreement.

ADOPTED: _____

BY: _____
CHAIRPERSON

ATTEST:

By: _____
SECRETARY