



TOWN OF WESTFORD

HEALTH INSURANCE TRUST AGREEMENT

Select Board approved November 23, 2021
Select Board ammended December 14, 2021

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TOWN OF WESTFORD HEALTH INSURANCE TRUST AGREEMENT

The Town of Westford Health Insurance Trust Agreement (“the Agreement”), dated as of November 23, 2021, is made and entered into by the Town of Westford, acting by its Select Board and Trustees, and may be amended from time to time as herein provided.

Witnesseth:

All capitalized terms and these Recitals shall have the meanings set forth in section 1.01 of this Agreement.

WHEREAS, the Town desires to provide health insurance benefits to its employees, their eligible dependents, and retirees, by self-insuring for these benefits for the purpose of controlling the cost of these benefits; and

WHEREAS, Massachusetts General Laws chapter 32B, section 3A authorized the Town to create a health insurance trust fund, which was approved at a Special Town Meeting held on October 16, 2021.

WHEREAS, Contributions will be paid from time to time by the transfer of funds from the Health Insurance Budget account to the Health Insurance Trust, along with Contributions from the Subscribers, which Contributions will be held by the Trustees in trust for the exclusive benefits of the Town, its employees and their qualified dependents, and retirees in the Trust, and from which Contributions the Trustees will pay health insurance payments to the selected provider.

WHEREAS, employee contributions are deposited directly into the Health Insurance Trust; and

WHEREAS, the Town desires the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute and otherwise administer the Contributions paid hereunder to or by the Town, by making payments to the Town’s health insurance provider, and that Trustees have indicated their willingness to do so, pursuant to the terms of this Agreement; and

WHEREAS, the Trustees and the Town desire to establish the terms and conditions under which the Trust shall be operated:

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Town does hereby give and assign in Trust the sums of money paid from time to time by the Health Insurance budget account, the employee and retiree contributions, and all income and profits therefrom to the Trustees for the purposes set forth in this Agreement, and the Trustees hereby accept the Trusts herein contained and the sums of money paid from time to time by the Health Insurance budget account, the employee and retiree contributions, and all income and profits therefrom to the Trustees for the purposes set forth in this Agreement and declare that they will administer, manage, collect, receive, dispose of and distribute such Trust Property for the benefits of the Town, Subscribers and Retirees, and their eligible dependents, as hereinafter provided, the Town agreeing to abide by the terms and covenants contained in this Agreement.

ARTICLE I DEFINITIONS

1.01 Definitions

The terms defined in this Section and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this agreement or of any amendment or supplement, here too shall have the respective meaning specified in the section 1.01 or said preambles.

Administrator means the Treasurer/Collector, who is responsible for the daily activities of the trust.

Agreement means this Health Insurance Trust Agreement, as set forth herein and as amended or restated from time to time.

Assessment means the amount charged to the Health Insurance Budget account pursuant to section 7.03 of this agreement to satisfy any deficit in the Trust in any Trust year.

Contribution means the sum or sums of money determined by the Trustees pursuant to section 8.01 or 8.02 hereof and charged to the town and to each Subscriber of the health insurance plan, subject to the percentage split as approved by the Select Board.

Coverage means the health benefits provided to Subscribers, Retirees, and their Qualified Dependents pursuant to and in accordance with this Agreement and the Plan Document.

Effective Date means the date set forth in Section 11.07 hereof.

General Fund means the fund established by the Treasurer/Collector in the name of the Westford Health Insurance Trust Fund pursuant to Section 7.02 in which the monies of the Trust are held and managed in accordance with the terms hereof.

Qualified Dependent means any dependent of a Subscriber, provided the dependent is eligible for Coverage under the Plan Document and under MGL c 32B Sec 2(b).

Plan Document means that document, as amended from time to time, which sets forth the health benefits available to Subscribers and Qualified Dependents as Coverage.

Plan Year means a fixed period of Coverage during which the Plan Document schedule of benefits is in effect. The Plan Year will be twelve months, or may extend for a longer or shorter period, and will be determined by the Trustees.

Subscriber means any person so designated by the town pursuant to Section 3.02 hereof, who is eligible to participate in the Town's Health Insurance Trust Fund established by this Agreement.

Town means the Town of Westford.

Trust means the Town of Westford Health Insurance Benefits Trust Fund established by this Agreement.

Trustee means each person serving as a Trustee hereunder from time to time pursuant to Article II hereof.

1.02 Interpretation

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or title to Articles, Sections and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II TRUSTEES

2.01 Composition of Board of Trustees

Trustees shall be appointed by the Select Board.

The Trust shall be administered by a Board of Trustees consisting of six members, with two alternates. The Board of Trustees shall consist of the Town Manager, Director of Human Resources, Treasurer/Collector, a representative/designee of the Select Board, Finance Committee, and Insurance Advisory Committee. The alternates shall consist of the Finance Director and Town Accountant, both of whom may vote in the absence of another Trustee, to reach a total of seven members. Town staff shall serve for the term of their employment. Board and Committee designees shall serve 3-year terms, as long as they remain members on their respective boards or committees.

No Trustee shall be employed by or have any financial interest in any company providing services to the Trust.

A Board of Trustees Chair, Clerk, and Secretary shall be elected by the Trustees at the first meeting of the Trustees and annually thereafter at the Trustees’ Annual Meeting.

2.02 Resignation of a Trustee

A Trustee, who is a representative or designee of a Board or Committee, may resign by providing the Chair of the Trustees, and the Town Clerk’s office with written notification, either in hard copy or via email, which indicates the date upon which their resignation shall take effect.

2.03 Removal of Trustee

A Trustee may be removed for cause by a majority vote of the Trustees taken at a meeting of the Trustees. No such vote shall be taken unless the subject Trustee has been provided at least one week’s notice that a motion for their removal would be raised, along with a summary of the reasons therefor.

A Trustee shall, upon leaving office for any reason, forthwith turn over and deliver to the principal office of the Trust any, and all records, books, documents or other property in their possession or under their control which belong to the Trust.

ARTICLE III OBLIGATION OF THE TOWN

3.01 Obligations, Duties and Liabilities

- (a) The Town agrees to fulfill all obligations and duties established by this Agreement.
- (b) The Town is liable under this Agreement for the payment of Premiums when due.
- (c) The Town hereby agrees to provide, subject to appropriation, for the payment of any sum assessed by the Trustees in accordance with this Agreement.
- (d) The Town agrees that it will cooperate fully with the Administrator and any agent or employee of the Trust in relation to the purpose and powers of the Trust, including, but not limited to, underwriting matters, plan administration, cost containment and managed care. The Town further agrees that it will communicate benefit information to Subscribers in a timely manner upon the request of the Administrator or their agent.
- (e) The Town Manager shall be designated the Contact Person to be responsible for all contacts with the Trust. The Trustees and the Administrator shall not be required to contact any other individual except the Town Manager in dealing with the Town.
- (f) The Town shall furnish to the Trustees such underwriting information as may be required by the trustees at least ninety days prior to the end of the Plan Year.
- (g) The Town hereby acknowledges and agrees that this Agreement may be amended, altered or modified pursuant to Select Board approval, as outlined in Article IX hereof. The Town agrees to be bound by the decision of the Trustees, with respect to any coverages, limitations, or exclusions contained in the Plan Document, as such may be amended from time to time by the Trustees, recognizing the Town's obligation to bargain any plan design changes with the Town and School Public Employee Committees and with the input of the Insurance Advisory Committee.
- (h) The Town hereby acknowledges and agrees that, in the event that the Trust is terminated by a vote of the Select Board for any reason, it will provide written notice of such termination to the members of the Insurance Advisory Committee as soon as practicable.

3.02 Subscribers

Coverage shall be provided to each individual:

- (i) who is eligible pursuant to M.G.L. c 32B to participate in the Town's health insurance plan, and
- (ii) who is designated as a Subscriber by the Town. Coverage shall be provided to the qualified Dependents of those Subscribers who subscribe for "family" coverage. The eligibility of Qualified dependents shall be determined by the Town in accordance with the standards set forth in M.G.L. c 32B Sec 2(b) and the Plan Document.

ARTICLE IV ACCEPTANCE OF TRUST

4.01 Acceptance

The Trustees hereby accept the trusts imposed on them by this Agreement and agree to perform said Trust in accordance with the terms and conditions of this Agreement. The Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees

Whenever any change shall occur in the membership of the Board of Trustees, the legal title to property hereby created by this Trust shall automatically pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations

The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Town and the Subscribers, with the care, skill, prudence, and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

In performing their duties, each Trustee shall be entitled to rely upon information, opinions, records or other reports prepared by, or under the supervision of (i) one or more employees or agents of the Trust whom the Trustee reasonably believes to be reliable and competent in the matters presented, or (ii) legal counsel, public accountants, actuaries, physicians, insurance carriers, insurance brokers, or other person as to matters which Trustees reasonably believes to be within each person's professional or expert competence. However, the Trustee shall not be considered to be acting in good faith if they have personal knowledge concerning the matter in question that would cause such reliance to be unwarranted.

The Trustees may adopt By Laws for the management and control of the Trust, so long as such By Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. The By Laws may be amended by the Trustees from time to time in the manner specified in the By Laws.

4.04 Liability of Trustees

- (a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them or in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.
- (b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and available property of the Trust for payment under such contract, or for the

payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the Trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participating Governmental Units, present or future, shall be personally or individually liable therefor.

- (c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be liable in connection with the performance of their duties hereunder if they have not acted (i) in good faith and (ii) in a manner they reasonably believe to be in the best interests of the Trust.

4.05 Indemnification

- (a) The Trust shall indemnify: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees, and devisees of any such person; and (ii) every officer and employee of the Trust and the estate executor, administrator, personal representative, heirs, legatees or devisees of such person (collectively, the "indemnities") against all judgments, including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys' fees and any other liabilities that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into if done or omitted in good faith and within what they reasonably believed to be the scope of their employment of authority and for a purpose which they reasonably believed to be in the best interest of the Trust. In addition, with respect to any criminal actions or proceedings, an indemnitee shall be entitled to indemnification if the actor, in addition, had no reasonable cause to believe that the conduct was unlawful. If any such claim, action, suit or proceeding is compromised or settled, no indemnitee shall have a right to indemnification unless the settlement is with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to paragraph (d) of this Section.
- (b) Such indemnification shall not depend upon whether or not such person is a member of the Board of Trustees at the time that such claim, action, suit or proceeding is begun, prosecuted or threatened, nor on whether the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of this Section.
- (c) The right of indemnification hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.
- (d) In each instance in which a question of indemnification hereunder arises, determination in the first instance of the right to indemnification hereunder, and of the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such

determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the prospective indemnitee or to preclude any prospective indemnitee from requesting a reconsideration of an adverse determination based on additional evidence or from instituting legal proceedings to enforce a right of indemnification under this Section.

- (e) The indemnification provided for in this Section shall be deemed to be an expense of the Trust to which all of the Participating Governmental Units shall contribute.
- (f) The indemnification provided by this Section shall be secondary to any benefits to which the indemnitee may be entitled to receive from any applicable insurance policy providing Directors and Officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a Trustee at his or her own expense.

(g)

- (i) Notwithstanding any other provision of this Section to the contrary, a prospective indemnitee may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of paragraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.
- (ii) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restriction attached thereto shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.
- (iii) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include limitations on the rate of payment and the total amount to be advanced. The Trustees may, but shall not be required to, condition any such advances upon the granting of such security as they deem appropriate.
- (iv) Any advance authorized hereunder shall be conditioned upon an undertaking by the indemnitee to repay such payments if they shall be adjudicated to be not entitled to indemnification; provided that the Trustees may accept such an undertaking without reference to the financial ability of the indemnitee to make repayment.

**ARTICLE V
OPERATION OF THE TRUSTEES**

5.01 Office

The principal office of the Trust shall be located in the Town Treasurer/Collector's Office.

5.02 Meetings

There shall be at a minimum, quarterly meetings of the Trustees to review the administration of the Health Insurance Trust Fund, on a date, time and in compliance with Massachusetts Open Meeting Laws, as designated by the Trustees. The Trustees shall have an annual meeting whereby the Trustees shall make a recommendation for the establishment of working rates and transact such business as may come before them. The Town's assigned independent insurance Broker shall advise the Trustees regarding the adequacy of funding, review of claims, and establishment of contribution rates.

The Trustees shall hold such other meetings as are necessary to accomplish the purposes of the Trust. Such meetings shall be scheduled by the Board of Trustees Chair.

Written notice of the time and place of all meetings shall be given to each Trustee as least seven (7) days in advance of the meeting. Postings of meetings shall comply with Massachusetts Open Meeting Laws.

5.03 Voting

All matters may be decided by a majority vote of those Trustees present and voting at a properly posted meeting at which a quorum of the Trustees is present.

5.04 Quorum

A quorum shall consist of greater than fifty (50) percent of the Trustee

**ARTICLE VI
PURPOSE OF THE TRUST; POWERS OF THE TRUSTEES**

6.01 Purpose of the Trust

The purpose of the Trust is to provide health care benefits to the Subscribers, who are the benefit-eligible employees and retirees of the town and their qualified dependents.

6.02 Powers of the Trustees

The Trustees shall have the power to control and manage the Trust and its General Fund appropriation, and to perform such acts, enter into such contracts, subject to Select Board approval,

engage in such proceedings and generally exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the General Fund, or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon the Town consistent with the Town of Westford Charter. In addition to the powers set forth elsewhere in this agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

- (a) To enter into an administrative services or other contracts subject to Select Board approval, with one or more insurance companies, hospitals or medical service organizations, or with one or more Health Care organizations or health maintenance organizations, or with one or more third party administrators or other entities to organize, arrange, or provide for the delivery or work payment of Health Care coverage or services, whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the General Fund for the payment by such intermediary to the healthcare vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.
- (b) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose subject to Select Board approval, and to pay premiums on such policies.
- (c) To receive, hold, manage, invest, and reinvest all monies which at any time form part of the trust, whether principal or income.
- (d) To borrow or raise money for the purposes of the Trust, subject to Town Meeting approval, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust for the General Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience, or propriety of any such borrowing.
- (e) To hold cash, uninvested, for such a length of time as the Trustees may determine without liability for interest thereon.
- (f) To employ suitable agents, advisers, and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees, subject to Select Board approval, in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the Bylaws or in the written minutes of the Trustees meetings.
- (g) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by the Bylaws or by law.
- (h) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the General Fund.

- (i) To receive from the Town and other relevant sources, such information as shall be necessary for the proper administration of the Trust.
- (j) To maintain bank accounts for the administration of the Trust and the General Fund. The Town Treasurer/Collector shall be the authorized signer on the account.
- (k) To adopt rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, provided the same are consistent with the terms of this Agreement.
- (l) To purchase as a general administrative expense of the Trust so-called directors' liability insurance and other insurance for the benefit of the Trust and for the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.
- (m) To enter into any and all contracts, subject to Select Board approval, and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the Town and the Subscribers. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Secretary.
- (n) To receive Contributions or payments from any source whatsoever but such Contributions or payments may not be utilized for any purpose unrelated to the coverage's herein provided or properly authorized expenses.
- (o) To pay or contest any benefit sought by a Subscriber or Town by negotiation, compromise, arbitration, or otherwise.
- (p) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- (q) To establish the type and scope of coverage available to the Town and the Contribution rates for such Coverage.
- (r) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein, and in compliance with the Westford Town Charter.

6.03 Bonds

The Trustees may require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees and the Trust, including but not limited to individual Trustees and the Administrator. The premium and other costs associated with such bonds shall be a proper administrative expense of the Trust.

**ARTICLE VII
ESTABLISHMENT AND OPERATION OF THE GENERAL FUND**

7.01 Treasurer/Collector

The Treasurer/Collector shall hold all contributions and other funds of the Trust as provided in this Article VII and in Article VIII hereof.

7.02 Establishment of General Fund

The Trustees shall direct the Treasurer/Collector to establish a General Fund, which shall be an interest-bearing account in the name of the Westford Health Insurance Trust, and which shall consist of all income of the Trust.

Income and allowable expenditures of the Health Insurance Trust Fund will be recorded in the Town's general ledger in accordance with Governmental Accounting Standard Board's recommendations. The Treasurer/Collector will make transfers into or out of the bank account monthly to reflect Trust Fund income and expenditure activity recorded in the general ledger. Allowable expenditures include all benefit payments to or on behalf of the Town and Subscribers, pursuant to and in accordance with the Plan Document, and all administrative expenses of the Trust, including, but not limited to, service fees, fees of the Administrator, self-insurance bond costs, insurance premium costs, attorney's fees, audit costs, taxes, year-end reporting, compensation and expense reimbursements, as determined by the Trustees.

7.03 Reconciliation of Assessments

The Trustees shall determine, based upon the advice of the Administrator, within three months of the end of each Plan Year, a reconciliation of the general fund balance for that Plan Year. In establishing the reconciled balance, the Trustees shall include a factor to represent the cost of the run-out of claims which were incurred as of the last day of the Plan Year, but which had not been paid as of the reconciliation date.

In the event that the reconciliation shows a general fund surplus, the Trustees will be responsible for determining its disposition.

In the event that the reconciliation shows a general fund deficit, or in the event that the Trustees at any time conclude that the Subscriber and Town contributions are not or may not be able to support the appropriate level of funding at the current rates of contribution, the Trustees, in their sole discretion, may determine what steps must be taken to resolve that deficit.

7.04 Annual Audit

The Health Insurance Trust fund will be part of the Town's annual audit and the information will be included in the Town's financial statements. It will be presented as a Proprietary Fund and a Governmental Activity.

**ARTICLE VIII
CONTRIBUTIONS**

8.01 Setting of Contribution Rates

The Trustees shall determine the establishment for the annual working rates each August. Those rates shall be set such that the aggregate of contributions to the general fund may be expected to satisfy the funding requirements of the Trust. In establishing the funding requirements of the Trust and setting the monthly rates for contributions for the Subscribers of the Town, the Trustees shall utilize the services of the Town's independent insurance Broker and or other consultants they deem appropriate.

8.02 Deposit of Contributions

The Treasurer/Collector shall maintain the Health Insurance Trust balance, making monthly transfers in or out of the General Fund in accordance with income and expense activity reflected in the general ledger. The Treasurer/Collector and Town Accountant shall reconcile the General Fund balances quarterly.

**ARTICLE IX
AMENDMENTS**

9.01 Amendment of Agreement

The terms and provisions of this Agreement maybe amended at any time by a majority vote of all Trustees, subject to Select Board approval. The Trustees shall forward any amendments to the Town Manager for presentation to the Select Board within five days of the Trustees vote.

**ARTICLE X
TERMINATION**

10.01 Term of the Trust

The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by the Select Board.

10.02 Termination of the Trust

In the event of termination of the Trust, the Town agrees to make any provision for payment of claims against the Trust as may be required by the Trustees, including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and the Town shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

**ARTICLE XI
MISCELLANEOUS**

11.01 Title to the Trust

Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and neither the Town nor any official, employee, or agent of the Town nor any individual shall have any right, title, or interest in the Trust nor any right to Contribution payments made or to be made thereto, nor any claim against the Town on account thereof, except to the extent of the right of the Town to receive its pro rata share of any excess funds as provided hereunder.

The Town may not assign any right, claim or interest it may have under this Agreement.

11.02 Execution of Documents

The Trustees may authorize the Town Manager to execute any notice, certificate or other written instrument relating to the Trust, except for the following:

- a. Appointments of Trustees (requires Select Board approval)
- b. Termination of the Trust (requires Select Board approval)
- c. Approval of contracts (requires Select Board approval)
- d. Health Insurance Plan Design Changes (requires Public Employee Committee negotiations))

and all persons, partnerships, corporations or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

11.03 Notice

All notices, requests, demands, and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class mail, postage prepaid, or when personally delivered by hand, or when e-mailed, at such addresses as have been provided to the Trust. The initial address for such notices, requests, demands, or other communications to the Trustees and the Town shall be provided to the Administrator. The parties hereto shall notify the Administrator as to any change in address.

11.04 Construction

The laws of the Commonwealth of Massachusetts and the Westford Town Charter shall govern this agreement.

11.05 Counterparts

This Agreement may be executed in any number of counterparts (each of which shall be deemed an original), by the Trustees and by the Select Board, by a counterpart signature page in the form attached hereto, which, together with this Agreement and all other duly executed signature pages, shall constitute the complete agreement among all the parties hereto.

11.06 Severability or Invalid Provisions

If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then such provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

11.07 Effectiveness

In witness whereof, the Westford Select Board and the Trustees of the Westford Health Insurance Trust Fund have approved and executed this Agreement and thereby agree to be bound by the terms thereof, made on the 23rdth day of November, 2021

Signatures of the Select Board:



Select Board Member



Select Board Member



Select Board Member



Select Board Member

Select Board Member

This amended agreement was approved by the Select Board on December 14, 2021.

Signatures of the Health Insurance Trust Fund Trustees:

John P. ...

Town Manager

Samela Hicks

Director of Human Resources

Christine Collins

Treasurer/Collector

John H. ...

Representative/designee of the Select Board

Representative/designee of the Finance Committee

Representative/designee of the Insurance Advisory Committee