**Risk Management Consultant Agreement**

**(Name of Joint Insurance Fund)**

**Note: Each Joint Insurance Fund adopts its own model risk management consultant agreement. Check with your JIF’s Executive Director for a copy of the model used by your JIF.**

This Agreement, entered into this day of \_\_\_\_\_, \_\_\_\_\_\_\_, between
the \_\_\_\_\_\_\_ (hereinafter referred
to as the “MEMBER”) and , a Corporation of the State of New Jersey, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the responsible agent, having its principal office located at (hereinafter referred to as the “Consultant”).

**WHEREAS** the Consultant has offered the services to the MEMBER as the Professional Risk Management Consultant as required in the Bylaws of the (name of Joint Insurance Fund) hereinafter referred to as the FUND; and,

**WHEREAS** the MEMBER desires to contract for these professional services pursuant to the resolution adopted by the Governing Body of the MEMBER at a meeting held on\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOW THEREFORE**, the parties in consideration of the mutual promises and covenants set forth in this Agreement, agree as follows:

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:

A) The Consultant shall assist the MEMBER in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.

B) The Consultant shall assist the MEMBER in understanding and selecting the various types of coverage available from the FUND.

C) The Consultant shall review with the MEMBER any additional types of coverage that the Consultant believes the MEMBER should purchase that are not available from the FUND. The Consultant shall purchase and bind any additional types of coverage authorized by the MEMBER.

D) The Consultant shall assist the MEMBER in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.

E) The Consultant shall review the MEMBER’s annual assessment as prepared by the Fund, and shall assist the MEMBER in the preparation of its annual insurance budget.

F) The Consultant shall review the loss and engineering reports for the MEMBER and shall assist the Safety Committee in its loss containment objectives within the Municipality.

G) The Consultant shall attend and actively participate in the MEMBER’s Safety Committee activities and meetings and shall present information to the Safety Committee on Safety related topics.

H) The Consultant shall attend the MEMBER’s Accident Review Panel meetings and assist the MEMBER in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.

I) The Consultant shall assist the MEMBER in determining the necessary training for each employee in each Department based upon the employee’s job description and in accordance with OSHA and other governmental regulations.

J) The Consultant shall assist the MEMBER in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.

K) The Consultant shall assist the MEMBER with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.

L) The Consultant shall assist, when requested by the MEMBER and/or the Claims TPA, with the investigation of claims filed against the MEMBER.

M) The Consultant shall review the MEMBER’s loss data on a regular basis and prepare reports to the MEMBER on recent losses, open claims, and loss trends.

N) The Consultant shall review the performance of the MEMBER’s Claims TPA on a quarterly basis including reserving practices, adjuster claim counts, and supervisor file review.

O) The Consultant shall assist the MEMBER by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of MEMBER services to third parties.

P) The Consultant shall assist the MEMBER and Fund professionals in the annual renewal process including the gathering and verification of exposure data.

 Q) The Consultant shall order Certificates of Insurance from the FUND.

R) The Consultant shall review Certificates of Insurance received by the MEMBER.

S) The Consultant shall review proposed contracts between the MEMBER and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.

T) The Consultant shall evaluate and advise the MEMBER on the risk management aspects of public events being staged or sponsored by the MEMBER.

U) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.

V) The Consultant shall respond to questions regarding coverage from the MEMBER’s officials.

W) The Consultant shall actively attend and participate on the FUND Subcommittees as authorized by the Fund Bylaws.

X) The Consultant shall regularly attend the Monthly Executive Committee meetings of the FUND.

Y) The Consultant shall execute and file with the MEMBER, as part of this agreement, and the Executive Director’s office a copy of the FUND’s Confidentiality Agreement.

Z) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the MEMBER outlining the MEMBER’s Insurance and Safety Program.

AA) The Consultant shall assist the Municipality with the settlement of claims, with the understanding that the scope of the Consultant’s involvement does not include the work normally performed by a public adjuster.

AB) The Consultant shall perform any other services required by the FUND’s Bylaws.

2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January 20\_\_**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.

3. The MEMBER authorizes the FUND to pay the Consultant, as compensation for services rendered, an amount equal to a dollar amount of
($ ) or percent ( %) of the MEMBER’s annual assessment as promulgated by the Fund. Said fee shall be paid to the Consultant within thirty (30) days of the payment of the MEMBER’s assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any coverage with the FUND.

4. For any type of coverage that is authorized by the MEMBER, to be purchased outside of the coverage offered by the FUND, the Consultant shall receive as full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND’s assessment in computing the fee outlined in Paragraph 3 of this Agreement.

5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: MEMBER:

ATTEST: CONSULTANT:

DATE: