

**AGREEMENT FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES
PROVIDED BY THE WEST ORANGE FIRE DEPARTMENT**

This **AGREEMENT FOR THIRD PARTY BILLING FOR AMBULANCE SERVICES PROVIDED BY THE WEST ORANGE FIRE DEPARTMENT** made and entered into as of this _____ day of November/December 2022 by and between Coronis Health, LLC, a New Jersey corporation, having its principal business address at 50 U.S. Highway 9, Building B, Morganville, New Jersey, 07751 (hereinafter referred to as “Coronis”), and the Township of West Orange, a New Jersey corporation having its principal location at 66 Main Street, West Orange, New Jersey, 07052 (herein referred to as the “Township”). Coronis and the Township will be hereinafter referred to collectively as the “Parties”.

WHEREAS, on or about October 26, 2022, the Township issued and advertised a Request for Proposals (the “RFP”) for an Agreement for Third Party Billing for Ambulance Services Provided by the West Orange Fire Department (the “Agreement”), annexed hereto as Exhibit “**A**,” and

WHEREAS, on November 17, 2022, Coronis submitted a proposal in response to the RFP, annexed hereto as Exhibit “**B**,” for a term of three (3) year with a possible renewal term of an additional two (2) years.

WITNESSETH

1. Coronis hereby covenants and agrees to furnish and deliver to the Township, third party billing for ambulance services provided by the West Orange Fire Department consistent with the scope of services as set forth in the RFP incorporated herein and annexed hereto as Exhibit “**A**,” and Coronis’ Proposal (the “Proposal”), incorporated herein and annexed hereto as Exhibit “**B**.”

2. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

3. Coronis acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by Coronis shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to Coronis from the Township, its agents, servants and employees.

6. Coronis agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

8. This agreement is effective as of **January 1, 2023** and covers the period of **January 1, 2023 through December 31, 2025** with a possible extension until **December 31, 2027**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

CORONIS HEALTH, LLC

Sjm
Name: Steven Morley

Steve Loures
Name: Steve Loures

ATTEST:_

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR ROBERT D. PARISI