

**AGREEMENT FOR WORKERS COMPENSATION THIRD PARTY  
ADMINISTRATION SERVICES**

**THIS AGREEMENT**, dated as of the 28th day of **JUNE, 2022** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **CLAIMS RESOLUTION CORPORATION, INC.**, (hereinafter referred to as the “Contractor”), having its principal offices at 323 S. Pitney Road, Suite 200, Galloway, New Jersey.

**WHEREAS**, pursuant to Resolution 284-21 adopted by Township Council on November 9, 2021, on or about March 28, 2022, the Township issued a Request for Proposal (the “RFP”) seeking proposals for Workers Compensation Third Party Administration Services (“TPA Services”) and subsequently issued addenda thereto, annexed hereto as Exhibit “**A;**” and

**WHEREAS**, on May 17, 2022, the Contractor submitted a proposal in response to the RFP, annexed hereto as Exhibit “**B;**” seeking award of the Contract for TPA Services (the “Contract”) for a term of one (1) year at a proposal Contract fee of \$15,800 plus a one-time fee of \$6,200.

**WITNESSETH**

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, TPA Services consistent with the scope of services as set forth in the RFP and the Contractor’s Proposal (the “Proposal”).

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

6. Contractor 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 *July 1, 2022* and covers the period of *July 1, 2022 through June 30, 2023*.

**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:

CLAIMS RESOLUTION CORPORATION,  
INC.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
KAREN CARNEVALE, R.M.C  
TOWNSHIP CLERK

BY: \_\_\_\_\_  
MAYOR ROBERT D. PARISI