

NINETH AMENDMENT TO THE AGREEMENT

BETWEEN

**NEW JERSEY MEDICAL SCHOOL GLOBAL TUBERCULOSIS INSTITUTE @
RUTGERS BIOMEDICAL AND HEALTH SCIENCES (RBHS)**

and

TOWNSHIP OF WEST ORANGE

THIS NINETH AMENDMENT to the agreement dated 4/1/2005 between the New Jersey Medical School Global Tuberculosis Institute @ Rutgers Biomedical and Health Sciences ("Service Provider Agency") having its principal offices at 225 Warren Street, Newark, County of ESSEX, State of New Jersey (hereinafter known as "Medical School") and the TOWNSHIP OF WEST ORANGE [Health Department] a municipal corporation of the State of New Jersey having its principal offices at 66 Main Street, West Orange, County of Essex, State of New Jersey (hereinafter known as the "Township"). The NJMS Global Tuberculosis Institute is to provide medical consultation services in connection with the Tuberculosis Prevention and Control Program entered into this 1st day of January 2015.

WHEREAS, it is in the best interest of the Township to extend the terms of the agreement with the Medical School for the period January 1, 2015 through December 31, 2015.

1. NJMS hereby directs the payments for its services under this Agreement to be rendered as follows: checks shall be made payable to: NJMS Global Tuberculosis Institute, Rutgers, The State University of NJ, 225 Warren Street, 2nd Fl, East Wing, Newark, NJ 07107. Attention: Mitchell Gayer, Deputy Director.

2. COMPLIANCE STATEMENT.

In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the following provisions relating to the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law").

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(a) Nothing contained in this Agreement will be construed to require any University faculty physicians to refer patients to the Hospital, nor will the University track any referrals made by any University faculty physicians, nor will any compensation paid by the University to any University faculty physicians performing services under this Agreement be related to the volume or value of referrals by such University faculty physicians to the Hospital and such compensation will be consistent with fair market value as determined in arms'-length transactions.

(b) In no event will any payments, grants or other funding be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between the parties.

(c) Notwithstanding anything to the contrary herein, all payments associated with this Agreement are intended to comply with the requirements of applicable New Jersey state laws, such as the Codey Law, N.J.S.A. § 45:9-22.4 et seq. (as it may be amended from time to time) and the regulations promulgated thereunder.

(d) Each party represents and warrants that it will not violate the Anti-Kickback Statute or the Stark Law, with respect to the performance of its obligations under this Agreement.

(e) To the extent that the compliance office of a party to this Agreement receives a report or otherwise has knowledge that an employee of the other party has or probably has violated the Anti-Kickback Statute, the Stark Law or the Federal False Claims Act with respect to the performance of its obligations under this Agreement, and the party believes such information to be reasonably credible, such party will report the probable violation to the compliance office of the other party.

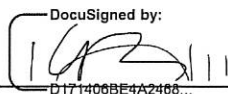
3. Article 2 of the Agreement is hereby modified by adding the following new sentence: The Township agrees to pay the Medical School a sum of \$4,752.00 (\$4,320 x 10% Indirect Cost) for services rendered in 2015. The medical School will submit monthly invoices in the amount of \$360.00 per month (\$120.00 per hour x 3 hours) beginning January 1, 2015, and be paid upon receipt of invoice."

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4. Notwithstanding anything stated in this Agreement to the contrary, any and all right, title and interest of the former University of Medicine and Dentistry of New Jersey ("UMDNJ") in and to the terms and conditions in this Agreement were automatically transferred to Rutgers University as UMDNJ's successor-in-interest by operation of law. The transfer occurred without further action and/or consent of the parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested to by their respective officers and affixed with their corporate seals on the day set forth above.

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

DocuSigned by:

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Kathleen Bramwell
Senior Vice Chancellor of Finance
& Administration
Rutgers Biomedical and Health Sciences

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, RMC
Clerk

Robert Parisi, Mayor