

TENTH AMENDMENT TO THE AGREEMENT

BETWEEN

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

and

TOWNSHIP OF WEST ORANGE

THIS TENTH 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 2016.

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, 2016 through December 31, 2016.

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.

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 2016. 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, 2016, 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. Effective July 1, 2013. 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



Agreement Between New Jersey Medical School
National Tuberculosis Center
University of Medicine and Dentistry of New Jersey
and
Township of West Orange

The Agreement, made this 1st day of April, 2005 between the New Jersey Medical School National Tuberculosis Center at the University of Medicine and Dentistry of New Jersey, 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").

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement, may be entered into with, inter alia, the State or agency thereof, without public advertising for bids; and

WHEREAS, the Township provides tuberculosis prevention and control services; and

WHEREAS, it is in the best interest of the Township to enter into agreement with the Medical School for the provision of medical consultation services in connection with the Tuberculosis Prevention and Control Program for the period April 1, 2005 through December 31, 2006.

WHEREAS, an Agreement is necessary to set forth the terms under which the Township will receive said services;

NOW, THEREFORE, the parties hereto do mutually promise, covenant and agree as follows:

1. The Township shall be responsible for the following:
 - a. administration and operation of Tuberculosis Prevention and Control services a minimum of 20 hours per week, Monday through Friday; clinical services up to 3 hours per month in accordance with NJDHSS Tuberculosis Care Standards



- b. provision of physical plant for TB Clinic which shall include office space, examination and treatment rooms, and patient waiting area in accordance with "CDC Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities 1994"
- c. provision of dedicated Registered Nurse, community outreach and clerical support
- d. provision of radiology and laboratory services for chest x-ray, CBC, SMA-20 and bacteriology, on site or in close geographic proximity to the clinic
- e. provision of office and medical supplies necessary for the operation of the program
- f. The Township agrees to pay the Medical School \$270 per month for an annual rate of \$3,240; The Medical School will submit bi-annual invoices, and be paid upon receipt of invoice.

2. The Medical School shall provide the following:

- a. physician services 3 hours per month
- b. medical consultation by telephone during the hours of operation of the program
- c. TB program consultation to include nursing, outreach, epidemiologic investigations and resource utilization and allocation
- d. training for program staff through NJMS National TB Center training program courses
- e. consultation in the development of TB control protocol, standards and procedures of operation for use by West Orange Township in the administration of their TB Control program
- f. consultation in the development of TB Clinic policy and procedure manual including standing orders for designated patient categories, i.e., TB case, TB suspect, TB contact, TB reactor for use by Township in the administration of their TB control program



g. the Medical School shall ensure that the staff is available to answer questions of those people who utilize or intend to utilize the TB Prevention and Control services, that the staff is available to answer post visit phone calls received at (973) 972-3270 during normal business hours.

3. The Township is self insured for general liability and professional liability insurance coverage pursuant to N.J.S.A. 40A:10-1 ET SEQ. The Township shall provide two (2) certificates of such insurance to the University upon request.

4. The Medical School shall provide for professional and general liability coverage insuring the University and its faculty, students and employees performing activities under this agreement through a Program of Self-Insurance with limits of coverage of \$1,000,000/\$3,000,000 on an occurrence type basis pursuant to N.J.S.A. 59.1-1, et seq. the State of New Jersey Tort Claims Act. The University, upon request, shall furnish the Township with documentation certifying the funding mechanism of said Program.

5. The Township shall obtain and will maintain all appropriate licenses for the lawful operation of the facility.

6. The Township and Medical School agree to provide the aforesaid services without regard to the race, religion or national origin of the recipients or their families.

7. If either party fails to perform in accordance with the requirements set forth in this agreement, and, after written notification of default, fails to remedy said deficiencies within 10 days of notification, either party can terminate this agreement within 60 days.

9. This agreement shall be effective for the period April 1, 2005 through December 31, 2006.



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.

ATTEST: UMDNJ

Denise Mulkern, Senior Vice President
Administration and Finance

ATTEST: TOWNSHIP OF WEST ORANGE

ATTEST:

JoAnn Behar
Deputy Clerk