

**Agreement Between The New Jersey Medical School
Global Tuberculosis Institute @
The University of Medicine & Dentistry of New Jersey
and
Township of West Orange
SEVENTH AMENDMENT**

THIS SEVENTH AMENDMENT is to the agreement dated 4/1/2005 ("Agreement") between the New Jersey Medical School Global Tuberculosis Institute ("NJMS") 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, 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 (the "Township"). Pursuant to the terms of the Agreement and this Seventh Amendment, the NJMS Global Tuberculosis Institute is to provide medical consultation services to the Township in connection with the Tuberculosis Prevention and Control Program.

WHEREAS, the Township has determined that it is in its best interests to extend the terms of the Agreement with the Medical School for the period January 1, 2013 through December 31, 2013, pursuant to the Agreement and the following terms and conditions;

1. UMDNJ 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**, 225 Warren Street, 2nd Fl, East Wing, Newark, NJ 07107. Attention: Eileen Napolitano, Deputy Director.

2. **COMPLIANCE STATEMENT**. Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) ("Anti-Kickback Statute"), or federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Township of West Orange Health Departments have received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdnj.edu/complweb/code/conduct.pdf>.

UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:

http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-

60_05.pdf;

http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf

; and

http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60.pdf

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Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey" available at <http://www.umdny.edu/presweb/president/UMDNJ-CIA.pdf>) shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

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 2013. The Medical School will submit invoices every six (6) months, or twice per year, and such invoices shall reflect monthly amounts due of \$360.00 per month (\$120.00 per hour x 3 hours) beginning January 1, 2013, and the Township will pay upon receipt of invoice.

4. Notwithstanding anything stated in this Agreement to the contrary, any and all rights, title and interest of the Medical School in and to the terms and conditions in this Agreement automatically transfer to Rutgers University as UMDNJ's successor-in-interest by operation of law. The transfer shall occur 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.

UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

TOWNSHIP OF WEST ORANGE

Denise Mulkern
Chief Financial Officer

Robert D. Parisi, Mayor

Karen J. Carnevale
Township Clerk

Adopted: April 23, 2013