

EXECUTION VERSION

279-25

**AGREEMENT
BETWEEN
TOWNSHIP OF WEST ORANGE**

AND

**RUTGERS NEW JERSEY MEDICAL SCHOOL GLOBAL TUBERCULOSIS INSTITUTE,
an unincorporated constituent unit within the RUTGERS BIOMEDICAL AND HEALTH
SCIENCES organizational unit at RUTGERS, THE STATE UNIVERSITY OF NEW
JERSEY**

This Agreement (“Agreement”) entered into this September 17, 2025, by and between: the Township of West Orange (the “Township”) through the Township’s Health Department; and the Global Tuberculosis Institute, an incorporated constituent unit within the Rutgers Biomedical and Health Services organization unit at Rutgers, the State University of New Jersey (collectively the “University”). Each signatory to this Agreement may be referred to as a “Party,” and collectively as “Parties.”

1. **WHEREAS** the New Jersey Department of Health (the “DOH”) is responsible for routinely monitoring the quality of care provided by all its health service grant recipients, such assessment and continuous improvement practices ensure the utmost quality of care for the residents of any health jurisdiction seeking services under an Agreement, including an Agreement, with the University and

2. **WHEREAS** the Township has responsibility, but not the capacity for providing the tuberculosis (“TB”) health services specified in this Agreement and the authority to contract for these TB health services in such a case under N.J.A.C. Chapter 52, Public Health Practice Standards for Local Boards of Health in New Jersey and

3. **WHEREAS** the Township finds it in the public interest to seek the highest possible quality of care for its residents with active disease and at highest risk for undiagnosed active disease at the lowest possible cost, it is entering into this Agreement to continue the comprehensive tuberculosis services with the University.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Obligations and Rights of the Township

A. Township Obligations

All of the requirements of this section apply to the Township:

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1. The Township shall provide funding to the University in an amount not to exceed **\$2,300.00** as payment for the TB health services set forth herein. Payment is contingent upon the satisfactory delivery of TB health services as described herein in this Agreement, Section III (A) “Service Provider Obligations.” Payment obligations, as well as reporting and monitoring requirements, and other special conditions to this Agreement, are contained in Attachment A, which is hereby incorporated herewith by reference. Payments shall be made in accordance with the provisions of Attachment A, Section I. Payments will be made for approved budget costs, contained in the Cost Proposal, Attachment B, which is hereby incorporated into this Agreement by reference.

2. The Township shall monitor the progress of this project to ensure that TB health services are being provided in accordance with Section III (A), which establishes the work products that must be completed in order for funds to be provided. All financial, performance, and Agreement monitoring requirements are contained in Attachment A, Sections II, III, and IV.

3. This section establishes all other obligations of the Township:

a) Provide Health Officer and the Director of Health & Welfare orders for examination, directly observed therapy, or exclusion from school or the workplace and application in the Superior Court of New Jersey for an Order of Commitment, including soliciting the assistance of local law enforcement as allowed under N.J.A.C. Chapter 57-5.5, 5.6, 5.7, 5.12, 5.15 as requested and/or required by the University to assist in the management of non-adherent TB patients, and

b) Assist as necessary in gaining access to worksites and schools within the coverage area of the Township (hereafter referred to as the “Local Health Jurisdiction”) for the purpose of assessments related to contact identification, evaluation, and education.

4. In addition to the above, the Township is required to abide by all general requirements contained in Sections IV and V of this Agreement.

Township Rights

All of the rights outlined in this section are applicable to the Township.

1. Other Rights of the Township:

a) Receipt of timely feedback from University regarding the TB cases, suspected TB cases and associated contacts. This feedback will be in the form of a TB-70 (TB Case, Suspect and Status Report) and associated TB-41 (Record of Contact Interview) for residents of the Local Health Jurisdiction.

b) Receipt of a quarterly activity report from the University that clearly documents the percentage of overall visits by residents of the Local Health Jurisdiction.

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II. **Obligations and Rights of the University**

A. **University's Obligations**

All of the requirements of this section apply to the University:

1. The University shall provide TB services in accordance with Section III (A) 4, which establishes the TB service deliverables that the University must perform. The University will adhere to the budget requirements as detailed in the approved cost proposal and as contained in Attachment B.

2. The University shall be required to submit activity reports and invoices in accordance with the requirements of Attachment A.

3. The University shall be required to maintain all records for a period of seven (7) years.

4. TB Services to be provided. In exchange for funding provided by the Township indicated in Section II (A), the University agrees to perform the following TB health services:

a) Appropriate medical management for the diagnosis, treatment and monitoring of TB cases and suspected TB cases, their associated contacts and Class B1 and B2 referrals from the CDC-DGMQ per the *Standards of Care for Tuberculosis Disease and Latent TB Infection*).

b) Appropriate care team management (nurse care manager, nurse care coordinator, public health representative) to include, but not limited to the following:

1. Development of an individual care plan based upon patient assessment and the medical plan of care,
2. Routinely review all medical records of patients under case management and intervention as necessary to promote adherence to the care plan,
3. Serve as liaison between the patient, physician and clinic,
4. Be accountable for patient adherence to the prescribed TB treatment regimen until completion,

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5. Collaborate with other health care providers (public and private) and intervene as necessary to ensure adherence to the *Standards of Care for Tuberculosis Disease and Latent TB Infection*,
 6. Collaborate with the patient and available community resources to meet patient needs and remove barriers to care and/or adherence to prescribed treatment and/or clinical assessment,
 7. Collaborate with the New Jersey-State Tuberculosis program to secure support for housing for homeless TB cases and suspected TB cases and other incentives and/or enablers to increase the likelihood of successful treatment outcomes,
 8. Assign and monitor field staff activities and assessment and improvement of staff's techniques and skills as deemed necessary,
 9. Serve as the Township's point of contact for any patient management issues under this Agreement,
 10. Completion or review, revision and submission of TB-70 (TB Case, Suspect and Status Report) and TB-41 (Record of Contact Interview) to both the DOH and the Township pursuant to this Agreement,
 11. Compilation and submission of quarterly activity reports to the funding source of this Agreement,
 12. Provision of patient education.
- c) Field services to include, but not limited to the following:
1. Directly Observed Therapy ("DOT") as prescribed by the health care provider,
 2. Case interviews for the purpose of contact identification,
 3. Lost and delinquent investigations,
 4. Location and referral for evaluation of identified contacts to infectious or potentially infectious TB disease and Class B1 and B2 referrals from CDC-DGMQ,
 5. Provision of patient transportation as necessary,
 6. Worksite and school site assessments to identify associated contacts as necessary,

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7. Education of concerned co-workers and parents of school-aged children in association with worksite or school contact investigations,
8. Active surveillance in local hospitals to improve reporting times,
9. Address verification prior to hospital discharge to facilitate continuity of care and case management in the community.

d) Other diagnostic, treatment, and/or monitoring services as required including the following:

1. Mantoux tuberculin skin and/or interferon gamma release assay testing
2. Chest radiographs and reading by a licensed radiologist,
3. Sputum collection and/or induction,
4. Laboratory monitoring for adverse reactions as required or ordered by physician,
5. Routine monitoring for side effects to anti-TB medications,
6. First and second-line drug susceptibility testing,
7. Therapeutic drug monitoring (if necessary).

5. In addition to the above, the University is required to abide by all general requirements contained in Sections IV and V of this Agreement.

B. The University's Rights

All of the rights of this section apply to the University:

1. Provision from the Township's local health officer of health officer clear, concise, and correct written orders for TB services examination, directly observed therapy or exclusion from school or the workplace and application in the Superior Court of New Jersey for an Order of Commitment, including soliciting the assistance of local law enforcement officials as allowed by N.J.A.C. Chapter 57-5.5, 5.6, 5.7, 5.12, 5.15 as requested and/or required by the University to assist in the management of non-adherent TB patients.

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2. Assistance from the local health office of the Township as necessary in gaining access to worksites and schools within the Local Health Jurisdiction for the purpose of assessments related to contact identification, evaluation, and education.

3. Payment as agreed upon in this Agreement is due within thirty (30) days of the date of an invoice submitted by the Township.

III. **General Provisions**

A. **Mandatory General Provisions**

1. During the term of this Agreement, both parties shall comply with all federal, state, and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement.

2. The award of funds is based on the University's submission, and the Township's acceptance, of the Cost Proposal for TB health services, which is incorporated herewith by reference to this Agreement.

3. Each Party shall maintain accurate books and records of all disbursements, funds received, funds spent and funds available as a result of this Agreement.

4. Each of the Parties is an independent entity and neither Party shall hold itself out as an agent, partner, or representative of the other.

5. Failure by either Party to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.

6. If any of the provisions of this Agreement are, or become invalid to any extent, the other provisions of this Agreement shall not be affected thereby. In the event of the invalidity of a provision, the Parties agree to accept a provision which reflects as closely as possible the intention of the invalid provision.

7. This Agreement may not be assigned without the prior written consent of either of the Parties.

8. Each Party agrees to assume responsibility for any and all claims, demands, actions, settlements, or judgments involving either intentional or unintentional conduct, other than intentional malicious criminal wrongdoings, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the sole negligence, actions, or omissions of each party, its officers, trustees, faculty, students, or employees. Any claims, demands, actions, settlements, or judgments brought or made against University, or its officers, trustees, faculty, students or employees shall be governed by

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and pursuant to the laws of the State of New Jersey including, but not limited to N.J.S.A. 59:1-1 et seq., The State of New Jersey Tort Claims Act.

9. The Township represents and warrants that it has a sufficient insurance program (on either an indemnity or self-insured basis) to fully perform its responsibilities hereunder. The Parties agree that such coverage shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually.

10. The University shall provide for general and professional liability coverage for insuring the University, its officers, trustees, faculty and employees, performing its sole obligations under this Agreement, through a Program of Self-Insurance, providing limits of coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate annually on an occurrence basis, pursuant to and governed by the State of New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. Nothing stated in this section 8 shall be construed to imply indemnification of any party by the University.

11. The laws of the State of New Jersey govern this Agreement.

12. This Agreement may be modified in accordance with the provisions of Attachment A III.

B. Optional General Provisions

<u>Applicable</u>	<u>Not Applicable</u>	
☐	☒	The Township reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work developed under the Agreement.
☒	☐	The Parties agree that all data resulting from this Agreement are to be considered confidential and shall be solely used for the purposes as outlined above. All Parties are required to use reasonable care to protect the confidentiality of the data.
☐	☒	Any research resulting from this Agreement which is subject to the Institutional Review Boards of either of the Parties shall be confidential. Each party is responsible for adhering to the rules of the Institutional Review Board which are hereby incorporated by reference.

IV. Terms and Termination

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A. Subject to any rights of termination hereinafter set forth, this Agreement shall be deemed effective as of January 1, 2025, and shall remain valid through December 31, 2025.

B. This Agreement may be terminated by either Party with or without cause upon thirty (30) days' advance written notice.

C. Notice of termination shall be delivered via U.S. mail, return receipt requested, and shall be effective thirty (30) days following receipt. Notice shall be sent to the appropriate contact person identified at Section VI.

D. Upon the issuance of notice of termination by the Township or, automatic termination under Section V (B), upon receipt of the Township's notice of termination, all unexpended funds appropriated by the Township to the University, in any account whatsoever shall be immediately returned to the Township through the contact person identified at Section VI without any further assessment or expenditure except as specifically approved by the Township in writing.

V. **Principal Contacts**

The principal contacts for all notifications required or otherwise necessary under this Agreement shall be as follows:

For the Township of West Orange:

Director of Health & Welfare

Michael A. Fonzino

Health Officer

Carrie Nawrocki

For the University, Rutgers Biomedical and Health Sciences

Program Officer

Marco Salerno

Deputy Director, NJMS Global Tuberculosis Institute

VI. **Legal Compliance.**

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-7(b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law").

(a) 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.

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(b) 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.

(c) 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.

(d) 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.

VII. **Miscellaneous.**

A. **Independent Contractor.**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Agreement. Neither of the Parties, nor any of their respective officers, trustees, governors, directors, or employees, shall be construed to be the agent, employee, or the representative of the other.

B. **Entire Agreement.**

The Parties agree that they are not relying upon any promises, understandings, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the Parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each Party hereto; that this entire Agreement has been bargained for and negotiated; and the Parties have read, understood, and approved this Agreement in its entirety.

C. **Resolution of Disputes.**

All claims or disputes between the Parties arising out of or relating to this Agreement shall be mutually resolved, if possible, through good faith negotiation between the Parties. The Parties agree that if any claim or dispute is not resolved by mutual agreement within sixty (60) days of the commencement of such good faith negotiations they will, prior to initiating any legal action, engage a mutually acceptable

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non-binding mediator to assist in evaluating and resolving such claim or dispute. All fees and expenses of such mediator will be evenly divided between the Parties.

D. Limitation of Liability; No Indemnification.

1. Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable to the other in contract, tort, warranty or any other cause of action of any nature for any indirect, special, incidental, punitive, consequential or reliance loss, damage or expense, including, without limitation, lost profits, loss of use, or loss of revenues, whether or not either Party was advised, should have known, or was aware of the possibility of such loss, damage, or expense arising out of or in connection with any act or omission of such Party relating to the subject matter of this Agreement, including, without limitation, the Services, or any part thereof, even if caused by the sole or concurrent or active or passive negligence, strict liability or other legal fault of a Party.

2. Each Party shall be responsible for all of its own actions, claims, demands, losses, damages, liabilities, lawsuits, judgments, awards, costs, and expenses arising out of and to the extent of its negligent acts or omissions or performance or failure to perform under this Agreement. Notwithstanding the foregoing, nothing stated in this Agreement, express or implied, is intended to or will be construed to require contractual indemnification of a Party by the other Party.

E. Severability.

If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. Assignment.

Except as otherwise provided in this Agreement, the Parties may not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without receiving the prior written consent of the other Party. Any assignment made without consent of the other Party shall be null and void and the non-assigning Party shall not recognize any such assignment.

G. Non-Waiver.

Except where the exercise of a right is dependent upon action taken within a particular period required by this Agreement, no consent or waiver, express or implied, by any Party to or of any breach or default by another Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Any such waiver shall be effective only if in writing.

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H. Non-Discrimination.

There shall be no discrimination against any individual engaged in the work required to produce the Services covered by this Agreement, or against any applicant for employment, because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or mental or physical disability, including AIDS and HIV related illnesses or their belonging to any category now or later protected by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

I. Force Majeure.

Neither Party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) by reason of any act of God, fire, natural disaster, pandemic, riot, act of government, act of terrorism, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for the period of time equivalent to the time lost because of such delay.

J. Non-Collusion.

Both Parties represent that no fee, commission, compensation, gift, or gratuity was paid or received regarding the solicitation of this Agreement, in contravention to N.J.S.A. 52:13D-13 et seq. (the New Jersey Conflicts of Interest Law).

K. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page delivered by electronic, fax, or email transmission shall be deemed to be and have the same force and effect as an originally executed signature page.

L. Insertion.

It is the intent and understanding of the parties to this Agreement that each and every provision of law and clause required by law to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in the correct form, then this Agreement shall forthwith, upon application of either Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either Party.

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M. **Prior Agreements.**

This Agreement contains all prior written and oral agreements and communications between the Parties that relate in any way to the subject matter of this Agreement.

N. **No Third-Party Beneficiaries.**

This Agreement shall not confer any rights or remedies upon any third party (including, but not limited to patients, clients of Client, or participants in the Program), other than the Parties to this Agreement and their respective successors and permitted assigns.

VIII. **Signatures.**

We, the undersigned, consent to the contents of this Agreement.

<u>TOWNSHIP OF WEST ORANGE:</u> Signature: _____ Michael A. Fonzino, Director of Health & Welfare Date: _____	<u>RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY</u> <u>NEW JERSEY MEDICAL SCHOOL:</u> Signature: <u>Robert L. Johnson, MD, FAAP</u> Robert L. Johnson, MD, FAAP Dean, New Jersey Medical School 11/18/2025 08:52:31 EST Date: _____
Signature: _____ Carrie Nawrocki, Health Officer Date: _____	<u>RUTGERS BIOMEDICAL AND HEALTH SCIENCES</u> DocuSigned by: <u>Kathleen Bramwell</u> Signature: _____ Kathleen Bramwell Senior Vice Chancellor Finance and Administration 11/18/2025 05:56:50 PST Date: _____

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ATTACHMENT A

Rates Effective 1/1/2025

“Diagnosis, Treatment, Monitoring, Nurse Case Management and Field Services for Residents of the Local Health Jurisdiction with Confirmed or Suspected Tuberculosis cases, their Associated Contacts and Class B1 and B2 Referrals from the CDC-DGMQ”

I. Method of Payment

Cost reimbursement payments shall be made by the Township to:

**NJMS Global Tuberculosis Institute
Attn: Marco Salerno, Deputy Director
Rutgers, The State University of New Jersey
225 Warren Street, 2nd Floor, East Wing
Newark, New Jersey 07103**

On the following basis:

- ☐ ☐ Monthly
☐ ☐ Quarterly

X Lump Sum

X Based on submission of the following (Please describe below)

Lump Sum invoice reflecting annual fixed-fee based upon service utilization.

II. Financial and Performance Reporting and Agreement Monitoring

(Circle, check and complete as applicable)

- A. Expenditure reports are not required.
B. Performance reports are required.

Performance reports shall be in the form of an activity report as specified in Attachment A. I (above) and shall be submitted

☐ Monthly **X Quarterly** ☐ Final ☐ Other reporting period.

Quarterly Activity Report specifying total clinical visits, DOT visits and field investigations for residents of the municipality. This report will also include the percentage of total visits by municipality residents.

- C. Other Financial, Reporting or Monitoring Requirements

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1. Particular forms listed below are required to be utilized.
TB-70 (TB Case, Suspect and Status Report)
TB-41 (Record of Contact Interview)

III. Modifications to the Agreement

This document represents the entire Agreement between the parties and shall not be amended except by the express written consent of both parties.

IV. Special Conditions (as applicable)

This Agreement has no special conditions.

V. Multi-Year Agreements

This Agreement is not a multi-year Agreement.

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ATTACHMENT B

Cost Proposal

1. This Cost Proposal is agreed upon by the parties.
2. In CY 2024, West Orange had 2 tuberculosis cases, 14 contacts, and 22 immigrants and refugees requiring tuberculosis medical evaluation.
3. In FY 2024, we serviced West Orange residents through 25 clinical visits.
4. Based on patient volume and service utilization, the proposed fee was \$2,300.00.