

**Agreement Between  
Rutgers, The State University of New Jersey,  
acting through its New Jersey Medical School Global Tuberculosis Institute  
and  
Township of Montclair**

The Agreement, made this 1st day of January 2020 between Rutgers, The State University of New Jersey, a public entity, acting through its New Jersey Medical School Global Tuberculosis Institute, Rutgers Biomedical Health Sciences, 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 Montclair, a municipal corporation of the State of New Jersey having its principal offices at One Municipal Plaza, Township of Montclair, County of Essex, State of New Jersey (hereinafter known as the “Township”, on behalf of the Township’s Health Department.

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 tuberculosis screening and treatment of latent tuberculosis infection services for the period January 1, 2020 and December 31, 2020; and

WHEREAS, and 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 clinical services as necessary, in accordance with NJDOH Tuberculosis Ambulatory Care Guidelines.
  - b. Provision of physical plant for a tuberculosis clinic, which shall include office space, examination and treatment room(s), and patient waiting area in

accordance with New Jersey Department of Health "Requirements for Preventing Occupational Exposure to TB."

- c. Provision of dedicated Registered Nurse, and availability of 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 the total sum of \$6,668.16, plus a 10% administrative fee of \$666.80, for the services rendered in 2020. The Medical School will submit monthly invoices in the amount of \$555.68 per month, plus a 10% administrative fee, beginning January 1, 2020, and be paid upon receipt of invoice.
2. The Medical School shall provide the following:
- Physician services for a minimum of one (1) four-hour session each month, at a rate of \$138.92 per hour for a minimum of 4 hours per month for year 2020.
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 University 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. Nothing in this Agreement shall be construed to imply any obligation of indemnification on the part of the Medical School or the University.
5. The Township shall obtain and will maintain all appropriate licenses for the lawful operation of the facility.
6. Township and Medical School agree to provide the aforesaid services without regard to the race, religion, color, national origin, nationality, ancestry, marital or domestic

partnership or civil union status, sex, gender identity or expression, disability, military service, affectional or sexual orientation 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 aid deficiencies within 10 days of notification, either party can terminate this agreement within 60 days.

8. This agreement shall be effective for the period January 1, 2020 - December 31, 2020, and will renew annually for a period of five (5) additional years. There will be a 5% increase in the hourly rate of the physician each year, notice of which will be provided in writing prior to each calendar year. Either party may terminate this agreement or any renewal thereof without cause at any time by giving the other party 60 days advance written notice of termination.

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

TOWNSHIP OF MONTCLAIR

DocuSigned by:  
Dean Robert L. Johnson 9/24/2021 | 14:37:53 EDT  
Robert L. Johnson, M.D. FAAP Date  
Dean, Rutgers New Jersey Medical School  
Interim Dean, Rutgers RWJ Medical School  
Joseph L. Muscarelle Endowed Dean

Timothy F. Stafford, Esq.  
Timothy F. Stafford, Esq. Date  
Township Manager 1/14/22

RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY

DocuSigned by:  
Kathleen Bramwell 9/24/2021 | 11:44:18 PDT  
Kathleen Bramwell Date  
Senior Vice Chancellor for Finance &  
Administration - RBHS