

Union County TB Reactor Clinic
LETTER OF AGREEMENT
January 1, 2006 through December 31, 2006

THIS AGREEMENT, made this 9 day of January 2006, between the City of Rahway in the County of Union, a municipal corporation of the State of New Jersey, hereinafter referred to as the "MUNICIPALITY", having its offices at _____ and the City of Elizabeth, Department of Health and Human Services, Division of Health.

WHEREAS, the MUNICIPALITY of Rahway is desirous in obtaining services from the City of Elizabeth, Department of Health and Human Services as herein set forth; and

WHEREAS, the City of Elizabeth, Department of Health and Human Services, in conjunction with Plainfield Neighborhood Health Services Corporation, Inc. is ready, willing and able to furnish said services under the conditions set forth herein:

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the City of Rahway and the City of Elizabeth, Department of Health and Human Services mutually agree and covenant as follows:

The Municipality agrees to pay the City of Elizabeth, Department of Health and Human Services the sum of actual calculated charges per patient for services rendered at the Union County TB Reactor Clinic. The total sum shall be payable upon receipt of a report of a confirmed medical services rendered at the Clinic.

The City of Elizabeth, Department of Health and Human Services in conjunction with Plainfield Neighborhood Health Services Corporation shall provide TB Reactor Services Saturdays from 9:00 a.m. to 12:00 noon at the Elizabethport Community Health Center, 155 First Street, Elizabeth, NJ.

The City of Elizabeth, Department of Health and Human Services shall secure prompt reporting of all cases of TB Reactors and forward reports to the Department of Health, to the attention of the Health Officer of the City of Rahway.

The City of Elizabeth, Department of Health and Human Services shall interview and investigate priority TB cases and report results of these services on appropriate forms.

The City of Elizabeth, Department of Health and Human Services shall provide counseling to all patients infected with TB and treated at the TB Reactor Clinic, to include, but not limited to, disease prevention, partner referral, need for follow-up testing, and appropriate action to take when symptoms appear.

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The City of Elizabeth shall maintain an Agreement with Trinitas Hospital in the City of Elizabeth for the purposes of providing X-Ray and Laboratory services required for any suspected TB patient examined at the Union County TB Reactor Clinic. The Hospital shall bill the City of Elizabeth, Division of Health utilizing referral forms provided by the Clinic at the rate of **\$50 for both execution and reading of the X-Ray Examinations; \$7 for the Hepatic Panel Laboratory Analysis and \$20 for the AFB Culture/Smear.** Said billing will be in conformity with the routine and usual billing system of Trinitas Hospital and the Voucher System used by the City of Elizabeth

In the event the patients referred to Trinitas Hospital have existing medical benefits, such as a 3rd Party Payor, then the Hospital shall bill that 3rd Party entity first. The City of Elizabeth and its affiliates will then only be responsible for any co-pay balance resulting when the 3rd Party Payor benefit is utilized.

Referrals made from the Elizabeth Site of the Union County TB Clinic will bear an inked stamp notation that billing, for other than the fore stated paragraph and 3rd Party Payor, should be billed to the City of Elizabeth Division of Health. Any referral without this inked stamp notation shall not be considered by the hospital (Trinitas) to be a legitimate or properly executed referral. Any services rendered by the Hospital under these circumstances shall be at the Hospital's own risk for payment.

In order to maintain reasonable charges to the Municipalities, the City of Elizabeth Department of Health and Human Services has negotiated with The Plainfield Health Center to enroll any patient attending the T B Reactor Clinic shall be processed to ascertain and utilize any Third Party Health Benefit Plan as payment for all services rendered. This processing shall be according to the following schedule:-

- Patients who qualify for state, federal or private insurance payment of services will have those services billed. The Municipalities will be responsible only for co-pays including \$20.00 co-pay for patients who qualify for the state of New Jersey Un-reimbursed Care program.
- Patients who do not qualify for state, federal or private insurance payment for services may qualify for Plainfield Health Center sliding fee schedule of payment. The Municipalities will be billed that fee which shall not exceed \$75.00 per patient visit.
- Patients who do not qualify for state, federal or private insurance payment for services and who do not qualify (or are not willing to be processed for state, federal or for a sliding scale program) will receive services and the Municipalities will be billed \$75.00 per patient visit.

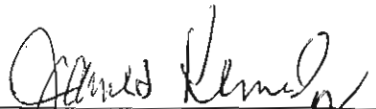
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The City of Elizabeth, Department of Health and Human Services hereby agrees and covenants to indemnify the Municipality against, and to hold the Municipality harmless from any and all obligations or liabilities, indebtedness, claims, demands, suits, causes of action resulting from the performance of the within contract insofar as such consequences result from the acts of the City of Elizabeth, Department of Health and Human Services, its agents, servants and employees.

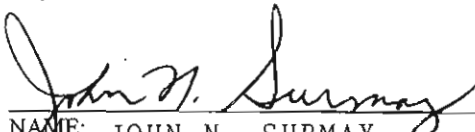
The City of Rahway reserves the right to cancel the aforementioned contract upon sixty (60) days written notification to the City of Elizabeth, Department of Health and Human Services.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and their seals affixed and duly attested the day and year first above written.

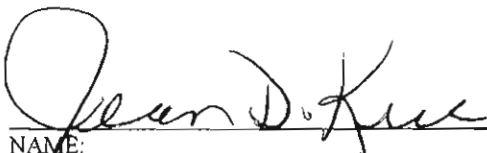
Signature


NAME: JAMES Kennedy
TITLE: Mayor

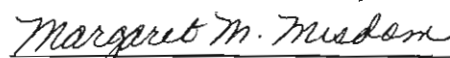
Signature


NAME: JOHN N. SURMAY
TITLE: HEALTH OFFICER

Attest


NAME:
TITLE: City Clerk

Attest


NAME: MARGARET M. MISDOM
TITLE: ADMINISTRATIVE SECRETARY