Compliance Statement

A. 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 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”).

B. Nothing contained in this Agreement will be construed to require any University Staff (as that term is defined herein) to refer patients to the Facility, nor will University track any referrals made by any University Staff, nor will any compensation paid by University to any University Staff performing services under this Agreement be related to the volume or value of referrals by such University Staff to the Facility and such compensation will be consistent with fair market value as determined in arms’-length transactions.

C. In no event will any payments, grants, or other funding from the Facility to the University be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between the parties.

D. 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.

E. 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.

F. To the extent that the compliance office of a party to this Agreement receives a

report or otherwise has knowledge of an allegation that an employee of the other

party has or probably has violated the Anti-Kickback Statute, the Stark Law or

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.