

**SECOND AMENDMENT TO THE MASTER AFFILIATION AGREEMENT
AND THE EXHIBITS ATTACHED THERETO**

THIS SECOND AMENDMENT ("Second Amendment") to the Master Affiliation Agreement dated July 1, 2013 (with the First Amendment dated March 12, 2014, the "Master Affiliation Agreement") and the Amendments set forth herein to the Subleases and the License Agreement for the Lattimore Clinic is entered into November 25, 2014 and made effective as of July 1, 2013 by and between:

Rutgers, The State University of New Jersey ("Rutgers"), a body corporate and politic and an instrumentality of the State of New Jersey, a public entity with offices at 83 Somerset Street, New Brunswick, NJ 08901;

and

University Hospital ("the Hospital") a body corporate and politic, and an instrumentality of its State of New Jersey, a public entity with offices at 150 Bergen Street, Newark, NJ 07103.

WHEREAS, Rutgers and the Hospital (the "Parties") entered into and executed a Master Affiliation Agreement effective as of July 1, 2013 in connection and in accordance with the New Jersey Medical and Health Sciences Education Restructuring Act, N.J.S.A. 18A:64M-1 et seq. (the "Act"); and

WHEREAS, the Affiliation Agreements (as defined in the Master Affiliation Agreement) incorporated by reference as if set forth in their entirety the provisions in Article 8 of the Master Affiliation Agreement entitled "Compliance with Stark and Anti-Kickback Laws" and Article 12 entitled "Miscellaneous"; whereby, Rutgers and the Hospital agreed to be compliant with Stark and Anti-Kickback Laws and with the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services ("OIG") and the University of Medicine and Dentistry of New Jersey ("UMDNJ"), effective September 25, 2009, as amended by that certain letter dated May 1, 2013 between Rutgers and the OIG ("CIA"); and

WHEREAS, the Master Affiliation Agreement and its Exhibits and certain other agreements between the Parties are Focus Arrangements (as such term is defined in the CIA); and

WHEREAS, the CIA requires that the Master Affiliation Agreement and all Focus Arrangements be in full compliance with Section III.D.2.b and c of the CIA, which stipulate, respectively, that prior to entering into new Focus Arrangements or renewing existing Focus Arrangements, the parties shall comply with the following Focus Arrangement requirements:

- b. Include in the written agreement reflecting a Focus Arrangement a

requirement that all individuals who meet the definition of Arrangements Covered Persons shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law. Additionally, UMDNJ shall provide each party to the Focus Arrangement with a copy of its Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures; and

c. Include in the written agreement a certification by the parties to the Focus Arrangement that the parties shall not violate the Anti-Kickback Statute and the Stark Law with respect to the performance of the Arrangement; and

WHEREAS, the parties wish to amend the provisions of Article 8 of the Master Affiliation Agreement to be in full compliance with Section III.D.2.b and c of the CIA as set forth herein.

NOW THEREFORE the parties agree as follows:

1. The recitals are hereby incorporated as if fully set forth herein.
2. Article 8 of the Master Affiliation Agreement entitled "COMPLIANCE WITH STARK AND ANTI-KICKBACK LAWS", is amended by adding the following subsections:

e. 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 the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Master Affiliation Agreement.

f. The Hospital acknowledges that it has reviewed Rutgers Biomedical and Health Sciences' ("RBHS") Code of Conduct and RBHS's Stark Law and Anti-Kickback Statute Policies and Procedures. RBHS's Code of Conduct is available at:

<http://rbhs.rutgers.edu/complweb/code/conduct.pdf>.

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

<http://policies.rutgers.edu/10021-currentpdf>;
<http://policies.rutgers.edu/10024-currentpdf>; and,
<http://policies.rutgers.edu/10023-currentpdf>.

g. Rutgers acknowledges that it has reviewed the Hospital's Code of

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Conduct and the Hospital's Stark Law and Anti-Kickback Statute Policies and Procedures. The Hospital's Code of Conduct is available at:

<http://www.uhnj.org/compliance/docs/CodeofConductBooklet.pdf>
<http://www.uhnj.org/compliance/docs/AgreementsReferralSources.pdf>
http://www.uhnj.org/compliance/docs/fair_market.pdf

h. Each party shall ensure that its individuals providing services under this Master Affiliation Agreement, along with the Focus Arrangements, 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 ("OIG") and the University of Medicine and Dentistry of New Jersey" dated September 25, 2009, as amended by a letter agreement dated May 1, 2013 between the OIG and Rutgers ("CIA"), available at:

https://ethics.umdj.edu/mtrxprod/documents/CIA_agree_RU_UMDNJ.pdf,

shall comply with the other party's respective Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law. In the event either party is determined to be a "Covered Person," as such term is defined in the CIA, such party shall comply with the other party's respective Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.


i. The subleases attached as Exhibits P-X to the Master Affiliation Agreement governing the Focus Arrangements are collectively known as the "Subleases." The amendments made to the Master Affiliation Agreement as set forth in Section 2 of this Second Amendment shall also be added as Section 16.25 in each of the Subleases and as Article XVI, Section 7 of the License for the Lattimore Clinic.

3. Apart from the changes set forth above, all other terms of the Master Affiliation Agreement, the Subleases and the License Agreement for the Lattimore Clinic shall remain in full force and effect. In the event of an inconsistency between this Second Amendment and the Master Affiliation Agreement, the Subleases and the License Agreement for the Lattimore Clinic, this Second Amendment shall govern.

SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT TO the Master Affiliation Agreement and these Amendments to the Subleases and the License Agreement for LATTIMORE CLINIC as of the Effective Date.

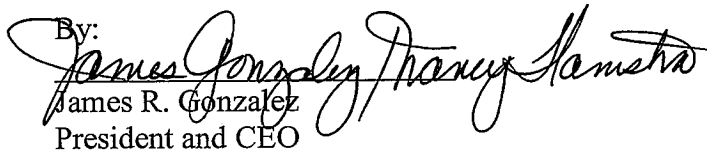
**Rutgers, The State University
of New Jersey**

By:  F65B8739306241E...

J. Michael Gower
Senior Vice President for
Finance

Dated: 12/1/2014 | 09:26:29 ET

University Hospital

By: 
James R. Gonzalez
President and CEO

Dated: 11/26/14