

**EXHIBIT P**  
**ACADEMIC AFFILIATION AGREEMENT**

THIS ACADEMIC AFFILIATION AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date"), by and among HARTFORD HEALTH CARE CORPORATION ("HHC"), a Connecticut nonstock corporation, THE UNIVERSITY OF CONNECTICUT ("UConn"), a constituent unit of the Connecticut state system of public higher education, on its own behalf and on behalf of THE UNIVERSITY OF CONNECTICUT SCHOOL OF MEDICINE (the "SOM"), UNIVERSITY HOSPITAL, INC. ("UH"), a Connecticut nonstock corporation, UNIVERSITY HOSPITAL-HARTFORD CAMPUS, INC. ("UH-HC"), a Connecticut nonstock corporation, UNIVERSITY HOSPITAL-FARMINGTON CAMPUS, INC. ("UH-FC"), a Connecticut nonstock corporation, and UNIVERSITY PHYSICIANS, INC. ("UP"), a Connecticut nonstock corporation. The foregoing are hereinafter referred to collectively as the "Parties" and individually as a "Party." As used in this Agreement, references to "UH" shall include UH-HC and UH-FC unless the context clearly indicates otherwise.

**RECITALS:**

WHEREAS, HHC and UConn are parties to a certain Integration Agreement dated as of \_\_\_\_\_, 2009 (as amended from time to time, the "Integration Agreement"), pursuant to which HHC and UConn agreed to integrate the functions of Hartford Hospital ("HH"), John Dempsey Hospital ("JDH") and UConn Medical Group ("UMG") and certain of their respective Affiliates (as defined in the Integration Agreement) so that they are operated as an integrated academic medical center that is part of a larger unified healthcare delivery system (the "System") that is operated by HHC;

WHEREAS, capitalized terms used in this Agreement without definition shall have the meanings given to such terms in the Integration Agreement;

WHEREAS, the goals of the Parties pursuant to the Integration Agreement are, among other things, to: (i) establish UH as a nationally recognized academic medical center on two campuses located in Hartford (the "Hartford Campus") and Farmington (the "Farmington Campus") with a combined medical staff consisting of HH and UMG employed faculty physicians ("Employed Clinical Faculty") and private practice physicians ("Voluntary Physicians"); (ii) strengthen access to high quality health care in the State of Connecticut (the "State") through robust clinical programs on each of the two campuses of UH; (iii) elevate the SOM's ranking to "top tier" status among medical schools in the United States and increase the number of students enrolling in the SOM; (iv) embody through the System and its constituent parts an organization with an enduring commitment to strengthening academic and research activities in health and medicine with a mission and vision that is consistent with these goals; (v) improve existing patient care services and levels of care and effectively manage the cost of such services; (vi) create new patient care services and levels of patient care that more efficiently and effectively meet the needs of the communities served by UH and the System; and

(vii) facilitate future health workforce enhancement, economic development and improved health care outcomes for the residents of the State;

WHEREAS, the Parties agree that strong academic programs enhance the quality of patient care and strong clinical programs augment undergraduate and graduate medical educational opportunities;

WHEREAS, the Parties agree to work together to expand the opportunities for health professionals to participate in their medical education programs and recognize the important role that both Employed Clinical Faculty and Voluntary Physicians play in the teaching, training and supervision of medical students, interns, residents and fellows; and

WHEREAS, in furtherance of such goals and the integration of the academic missions of the Parties, the Parties now desire to enter into this Agreement, which is the "Clinical Teaching Agreement" contemplated by Section 1.1(c)(iii) of the Integration Agreement and Exhibit P attached thereto;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Educational Vision and Plan. The Parties and their Affiliates shall support the goal to advance the educational ranking of the SOM through the expansion and enhancement of undergraduate and graduate medical educational programs at UH and other HHC System Participants (as applicable). The affiliation embodied by this Agreement is intended to provide the SOM with access to robust clinical programs and a large group of faculty physicians, while providing UH and other HHC System Participants (as applicable) with the academic resources that are necessary for the maintenance of excellent clinical programs. The SOM's undergraduate and graduate medical educational programs shall be operated in accordance with the requirements of the Liaison Committee on Medical Education ("LCME") and the Accreditation Council for Graduate Medical Education ("ACGME"). The SOM shall have full responsibility and sole authority regarding educational standards and educational policy-making to ensure compliance with the requirements of the LCME and ACGME.

2. Undergraduate Medical Education. Undergraduate medical students ("Medical Students") shall be assigned to qualified, academically-sound, ambulatory and inpatient programs of UH-FC, UH-HC and UP (as applicable) in clinical areas covered during the undergraduate years as specified in the undergraduate medical curriculum. Personnel from the Dean of the SOM's office shall determine and approve these assignments in accordance with the Bylaws of the SOM and applicable academic policies of the SOM. The SOM shall operate the undergraduate medical education program in compliance with all requirements of the LCME and academic policies established by the SOM and applied to all of its teaching hospital affiliates, and UH and all Employed Clinical Faculty and participating Voluntary Physicians shall comply with all such requirements and policies.

3. Graduate Medical Education.

(a) UH-FC and UH-HC shall be participating institutions for graduate medical education programs sponsored by the SOM ("Residency Programs") for the training of interns, residents and clinical fellows (collectively, "Residents"). The SOM shall operate the Residency Programs in accordance with all requirements of the ACGME and academic policies established by the SOM and applied to all of its teaching hospital affiliates, and UH and all Employed Clinical Faculty and participating Voluntary Physicians shall comply with all such requirements and policies.

(b) The Parties acknowledge that the specific number and size of the Residency Programs, the mix of specialties and the allocation of Residents between UH-HC and UH-FC are subject to change based upon changes in applicable law and regulations and upon Residency Program needs and demands, as mutually agreed among the SOM and UH and, if applicable, the SOM's other teaching hospital affiliates participating in the Residency Program.

(c) Each of UH-FC and UH-HC shall enter into a letter of agreement (i.e., a program-specific affiliation) with the SOM regarding each Residency Program in which they participate. Each such Residency Program-specific letter of agreement shall be in a form substantially similar to that attached hereto as Exhibit 1.

4. Capital Area Health Consortium. The Parties agree that the Capital Area Health Consortium ("Consortium") shall be the employer of all Residents in the SOM-sponsored Residency Programs and, as employer of the Residents, shall be responsible for the administration of payroll services, including the payment of stipend checks, and all necessary state and federal withholdings. The Consortium shall be responsible for the administration of Residents' fringe benefits, including providing Residents with health, disability, life and workers' compensation insurance coverage, and shall provide appropriate input to the SOM and Consortium members regarding matters of human resource policy for Residents and the determination of the salaries and fringe benefits of the Residents.

5. Connecticut Health Education and Research Collaborative. The Parties agree that the SOM, UH, UH-FC, UH-HC and the SOM's other teaching hospital affiliates shall work together to advance medical education through the Connecticut Health Education and Research Collaborative (the "Collaborative"). The Collaborative shall serve as a working group composed of representatives from each of the foregoing entities ("Collaborative Members"), and shall be chaired by the Vice President for Health Affairs. The role of the Collaborative, subject to further coordination and discussion of the Collaborative Members, shall be to support the educational and research missions of the SOM, UConn's School of Dental Medicine ("SODM") and the other Collaborative Members, to support public health initiatives and develop recommendations for the strategic direction and priorities of the Collaborative as these relate to the educational and research programs of the SOM, SODM and the other Collaborative Members. No actions by the Collaborative shall alter the terms of the Research Affiliation Agreement of even date among the parties to this Agreement.

6. Specific Obligations of UH.

(a) Academic Medical Center. UH shall operate as an academic medical center with acute care short-term general hospitals on two campuses that will serve as the flagship academic referral center for complex tertiary and quaternary care within the HHC System and, in this regard, shall constitute the SOM's principal partner for clinical care, clinical teaching and clinical research activities of the combined Employed Clinical Faculty and Voluntary Physicians who receive SOM faculty appointments. UH shall function as the primary teaching hospital for the SOM by establishing an appropriate academic environment for the education and training for future physicians and other members of the health care workforce, supporting programs aimed at the discovery of new scientific knowledge and excellence in patient care, and respecting the status of the SOM and UConn as valued State resources dedicated to meeting the health care needs of State residents by providing quality clinical care. UH and the SOM shall work collaboratively to establish a mutually acceptable plan to provide, as soon as practicable, the information technology infrastructure at UH-HC to allow connectivity to UConn's network so that Medical Students and Residents, and Employed Clinical Faculty and Voluntary Physicians, as appropriate, can access electronic mail, library databases and other programs relevant to the educational mission of the undergraduate medical education program and the Residency Programs.

(b) UH-FC and UH-HC GME Costs and Reimbursement. UH shall cause UH-FC and UH-HC, respectively, to reimburse either the Consortium, or in certain cases, the SOM for all of the direct and indirect costs of the Residency Programs that are allocable to each of them by agreement with the Consortium or the SOM (as the case may be) due to their participation in the SOM-sponsored Residency Programs. Reimbursement shall be made in accordance with the policies established by the institutions participating in the Consortium, or in certain cases, the Parties. Such direct and indirect costs shall also be reported in the respective UH-FC and UH-HC Medicare cost reports, beginning with the cost report year ending September 30, 2010. UH-FC and UH-HC shall be entitled to all federal graduate medical education reimbursement, and all other third-party funding, with respect to the Residency Programs, subject to their obligation to reimburse the Consortium, or in certain cases, the SOM as provided in this Section 6(b). UH-FC and UH-HC shall be solely responsible for any loss, liability, expense, claim, or damages arising out of any acts or omissions of such acts under the control of UH-FC and UH-HC, respectively (as opposed to the obligations of the SOM described in Section 9), with respect to the graduate medical education reimbursement covered by this Agreement.

(c) Compliance with Policies. UH agrees to cause UH-FC and UH-HC to abide by all academic policies and procedures established by the SOM related to the education and evaluation of Medical Students and Residents that are required by the LCME and ACGME and/or applied to all of the SOM's teaching hospital affiliates, including, but not limited to, requiring all Employed Clinical Faculty and participating Voluntary Physicians at UH-FC and UH-HC to comply with the SOM's Compact Between Faculty and Undergraduate and Graduate Medical Trainees attached hereto as Exhibit 2. UH also agrees to cause UH-FC and UH-HC to participate in any ongoing monitoring of compliance with the "Essentials of Accredited Residencies in Graduate Medical Education", the "Program Requirements for Resident Education" established by the Residency Review Committees, and/or any other standards

established by the ACGME, the LCME and other relevant national accrediting agencies (e.g., American Board of Medical Specialties), as well as academic program standards approved by the SOM's Education Council and the SOM's Graduate Medical Education Committee ("GMEC") and Committee on Undergraduate Medical Education ("CUME") that are applied to all of the SOM's teaching hospital affiliates. Without limiting the generality of the foregoing, UH shall ensure compliance by UH-FC and UH-HC with the ACGME Institutional Requirements, as amended from time to time, attached hereto as Exhibit 3.

(d) Accreditation and Quality Assurance. UH shall cause UH-FC and UH-HC to maintain full accreditation of their hospital facilities by the Joint Commission. Consistent with the provision of high quality care, UH shall also cause UH-FC and UH-HC to conduct formal quality assurance programs.

7. Specific Obligations of UP.

(a) Faculty Practice Plan. UP shall serve as a multi-specialty faculty practice plan serving the Hartford Campus and the Farmington Campus and serving the SOM, in accordance with federal regulatory requirements.

(b) SOM Faculty Appointments. UP shall require each Employed Clinical Faculty member to obtain and maintain a faculty appointment from the SOM.

(c) Compliance with Policies. UP shall abide by the same policies and procedures of the SOM and participate in ongoing monitoring of compliance with standards for undergraduate and graduate medical education as set forth in Section 6(c) above to the extent that it is assigned Medical Students and Residents pursuant to this Agreement.

8. Specific Obligations of HHC.

(a) Academic Mission Support- First Five Years. For each of the first five (5) fiscal years commencing with the fiscal year beginning October 1, 2009, and ending with the fiscal year ending on September 30, 2014, HHC shall provide to UConn funds to support the academic missions of the SOM and the SODM, to be spent to support the academic missions as determined by UConn, in its sole discretion, equal to \$7,000,000 per fiscal year, or \$35,000,000 in total. Such funds may be provided through UH if UH has sufficient funds to do so. Payments required under this Section 8(a) shall be made in equal quarterly installments on October 1, January 1, April 1 and July 1 of each year.

(b) Academic Mission Support- Subsequent Years. For each of the fiscal years thereafter during the term of this Agreement, commencing with the fiscal year beginning October 1, 2014, HHC shall cause UH to provide to UConn funds to support the academic missions of the SOM and SODM, to be spent to support the academic missions as determined by UConn, in its sole discretion, in an amount equal to twenty percent (20%) of the consolidated operating margin of UH and its subsidiaries, including UH-HC, UH-FC and UP, per fiscal year, up to a four percent (4%) operating margin per fiscal year (i.e., amounts in excess of a four percent (4%) net operating margin in any fiscal year shall not be included in such calculation), but in no event less than \$3,000,000 per fiscal year. The minimum academic support payment of \$3,000,000 per fiscal year shall be increased as of October 1 of each fiscal year, commencing on

October 1, 2014, by the percentage increase over the preceding fiscal year in the Consumer Price Index for all urban consumers, U.S. city average for all items. For purposes of calculating the consolidated operating margin of UH and its subsidiaries, including UH-HC, UH-FC and UP, the amounts payable by UH to the SOM pursuant to this Section 8(b) shall not be included in the operating expenses of UH. Except as set forth in the preceding sentence, the consolidated operating margin of UH and its subsidiaries, including UH-HC, UH-FC and UP, shall be determined using generally accepted accounting principles consistently applied including, without limitation, principles promulgated by the Financial Accounting Standards Board and the Governmental Accounting Standards Board, normalized for the effect of extraordinary items, including the unusual receipt of one-time items (e.g., favorable cost reports). The minimum payments required to be made under this Section 8(b) shall be made in equal quarterly installments as provided in Section 8(a) above, and any additional amounts owing based on the calculation of the consolidated operating margin of UH and its subsidiaries shall be made in a lump sum no later than sixty (60) days following the close of UH's fiscal year.

(c) Transfer of Freestanding Residency Programs. The Parties agree to cause the graduate medical education programs currently sponsored by Hartford Hospital that are listed on Schedule A to become SOM-sponsored programs operated under the authority of a single Designated Institutional Official ("DIO"), who shall be appointed as set forth in Section 9(c) below. The Parties agree to work in good faith to develop a mutually acceptable transition plan and timetable to achieve this result as soon as practicable. While every effort will be made to combine graduate medical education programs of the same specialty into a single program, the Parties recognize that in certain limited instances, separate programs within a single specialty may remain. In such case, the separate programs shall each become SOM-sponsored programs in accordance with the terms of this Section 8(c).

## 9. Specific Obligations of the SOM.

(a) Educational Programs. The SOM shall be responsible for establishing and supervising programs of education and training in medicine at UH-HC and UH-FC for Medical Students and Residents of the SOM. Personnel from the Dean's Office shall ensure that each component of the medical education curriculum has written guidelines for the assignment of Medical Students, goals for the educational process, and a due process procedure governed by personnel from the Dean's Office of the SOM for withdrawing undergraduate assignments or limiting the involvement of residents/fellows and faculty with Medical Students. The diagram attached hereto as Exhibit 4 demonstrates the chain of command and roles for academic decision-making related to undergraduate medical education and the Residency Programs.

(b) Compliance with Policies. The SOM shall require all of its Medical Students and Residents to comply with all applicable policies and procedures of UH-FC and UH-HC including, without limitation, their Codes of Conduct and shall ensure that its Medical Students and Residents have all necessary training, including but not limited to training in CPR, risk management and patient privacy requirements.

(c) Dean of Academic Affairs and DIO. The Dean of Academic Affairs, as an appointee of the Dean of the SOM, shall be responsible for furthering UConn's mission to enhance undergraduate and graduate medical education. The Dean of Academic Affairs shall

have authority over the academic component of the undergraduate medical education program to ensure compliance with LCME requirements and applicable academic policies of the SOM (as provided in Section 6(c)) and shall appoint an Associate Dean for Graduate Medical Education/DIO. The Associate Dean for Graduate Medical Education/DIO shall have authority over the academic component of the Residency Programs to ensure compliance with all ACGME requirements and applicable academic policies of the SOM.

(d) Assistant Dean for Medical Education. The Dean of the SOM, with the concurrence of the Chief Executive Officer of UH, shall appoint an Assistant Dean for Medical Education (i.e., Chief Academic Officer) to represent the academic interests at UH-FC and UH-HC. The Assistant Dean for Medical Education will be an ongoing member of the Dean's Office, and by virtue of the position shall serve on appropriate SOM committees. The office of the Assistant Dean for Medical Education will also have the administrative responsibility for Medical Students and Residents when they are on site at the respective UH-FC and UH-HC campuses, and for facilitating compliance with all ACGME requirements and applicable academic policies of the SOM (as provided in Section 6(c)) for the Residency Programs at each institution.

(e) Academic Department Chairs and Division Chiefs. The Dean of the SOM, in his capacity as such, has the power and authority to appoint and discharge any physician who will be or is the academic department chair or academic division chief of a clinical department or clinical division of UH-HC and UH-FC. Although it is presumed that the academic department chairs and division chiefs will be the same individuals who serve as the clinical chairs or clinical division chief of a clinical department or clinical program of UH-HC or UH-FC, to the extent this is not the case, the clinical chairs and clinical division chiefs of UH-HC and UH-FC shall have direct accountability to the academic chair with respect to all SOM-sponsored undergraduate and graduate medical education programs, including, but not limited to, assuring that the academic department chairs and academic division chiefs shall have access to appropriate resources for medical education within UH-FC and UH-HC; provided, however, if the authority over such resources is not vested in the clinical chair or clinical division chief, the UH President or his/her designee shall have the responsibility to provide access to such appropriate resources.

(f) Assignment of Faculty Members/Voluntary Physicians. The SOM, through personnel in the Dean of the SOM's office, and in consultation with the Assistant Dean for Medical Education of UH-FC and UH-HC, as well as the applicable department chairs and division chiefs, and subject to the agreed upon allocation of work effort for each of the Employed Clinical Faculty members, shall be responsible for the appointment and assignment of faculty members with responsibility for teaching and supervising Medical Students and Residents. Voluntary Physicians within the clinical departments of UH-HC and UH-FC participating in the SOM-sponsored undergraduate and/or graduate medical education programs shall participate in the teaching and supervision of Medical Students and Residents upon demonstration of a commitment to, and demonstrated skill in, teaching, to the reasonable satisfaction of the academic department chair of the applicable UH-HC and UH-FC department.

(g) Faculty Meetings. The SOM shall cause all Employed Clinical Faculty and Voluntary Physicians to be invited to attend and participate in all departmental and divisional meetings of the SOM faculty.

(h) Disclosures to UH. Subject to applicable State and federal confidentiality laws, the SOM shall provide to UH upon request (i) any information reasonably necessary to substantiate the SOM's performance of its obligations hereunder, (ii) any information UH requires to report to any federal, state or local government in connection with any government funding or reimbursement, and (iii) any information that is relevant to the health or safety of UH patients.

(i) Annual Accounting. Within sixty (60) days after the end of each fiscal year, the SOM shall provide UH with an accounting that sets forth in reasonable detail a description of the manner in which the funds provided pursuant to Sections 8(a) and 8(b) were used during such fiscal year.

(j) Amendment to SOM Bylaws. In accordance with the Integration Agreement, the SOM shall amend its Bylaws on or before the Effective Date of this Agreement to reflect the requirements set forth in the Integration Agreement and this Agreement.

10. Continuing Medical Education. The Parties recognize and affirm the advantages of mutual participation in continuing medical education ("CME") by UH and the SOM. The SOM shall provide a central office for ACGME accreditation of UH CME programs and may, when requested, assist in CME program development for UH.

11. Access to Facilities and Patients. Each Party shall provide each other Party with access to such Party's facilities as reasonably necessary to effectuate the activities contemplated by this Agreement, subject to such Party's policies and procedures. The facilities of UH-HC and UH-FC shall be made available to the SOM and its Medical Students and Residents, and to the Employed Clinical Faculty and the participating Voluntary Physicians, in such a manner and to such an extent as shall be reasonably necessary to enable the SOM to conduct its teaching programs. All Employed Clinical Faculty and participating Voluntary Physicians treating patients of UH-HC or UH-FC shall cooperate in the medical education of SOM Medical Students and Residents assigned to UH-HC or UH-FC facilities by making their patients available to such students as appropriate.

12. Program Closures. The clinical programs offered at UH-HC and UH-FC are specified on Schedule B attached hereto (the "Sponsored Accreditation Programs"). A minimum of twelve (12) months' notice shall be given by any Party for discontinuance of its specific involvement in a GME program or programs, and each Party shall comply with ACGME standards regarding program closure. UH agrees that it shall not close a Sponsored Accreditation Program at UH-HC or UH-FC without the written consent of the SOM. Such consent shall not be unreasonably withheld or delayed by the SOM if UH provides the SOM with a substitute clinical program reasonably acceptable to the SOM, for a minimum term of two (2) years, to replace any clinical clerkships associated with such Sponsored Accreditation Program for all SOM third- and fourth-year students at then-current levels. Residents shall be allowed to complete their education or receive assistance from the SOM and UH in enrolling in another

ACGME-accredited program in which they can continue their education. The SOM shall provide UH with prompt notice should it receive any notice from any accrediting body that may affect or negatively impact the SOM's accreditation status. In the event that a specific rotation does not meet the requirements agreed upon in this Agreement, the GMEC policy on rotation probation shall be followed.

13. Safety Issues. Each of UH-FC and UH-HC shall operate a medical education office responsible for ensuring compliance with all work and employer safety standards and policies on the premises of UH-FC and UH-HC. These offices shall work collaboratively with the SOM to ensure that all compliance requirements are being met.

14. Health of Medical Students and Residents. Each Medical Student and Resident assigned to UH-HC or UH-FC shall be required to provide to UH-HC or UH-FC, as the case may be, satisfactory evidence that he or she is free from contagious disease and does not otherwise present a health hazard to patients, employees, volunteers or guests prior to his or her participation at the hospital. Such evidence shall include, without limitation, the results of a recent tuberculin skin test, chest x-ray and physical examination and evidence of immunity from rubella and measles. In the event of injury or exposure by Medical Students or Residents to infectious or environmental hazards, injury or illness while at UH-FC or UH-HC, those institutions will provide appropriate emergent care and notify the SOM so that appropriate follow-up care can be arranged.

15. Legal and Regulatory Compliance. Each Party shall (a) conduct its operations including, without limitation, the performance of its obligations under this Agreement, in compliance with all Legal Requirements (as defined in the Integration Agreement); (b) timely file all material reports, data and other information required to be filed with Governmental Bodies (as defined in the Integration Agreement); and (c) obtain and maintain in full force and effect all material Permits (as defined in the Integration Agreement) required in connection with its operations.

16. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall automatically terminate upon the termination of the Integration Agreement for any reason, except as otherwise provided in any "Plan" that is implemented pursuant to Section 13.16 of the Integration Agreement.

17. Insurance. Each Party hereto shall maintain in full force and effect, at all times during the term hereof, professional liability, property, casualty and other types of insurance policies or other comparable insurance or self-insurance benefiting such Party, in coverage types and amounts reasonably necessary and appropriate for the operations of such Party and the activities of such Party contemplated under this Agreement. In addition, each Party shall maintain sufficient liquid reserves to meet all deductible, self-insurance and copayment requirements of such policies. Each Party shall provide to each other Party, as requested from time to time, certificates and other evidences of coverage, indicating the types and amounts, and all limits, qualifications and conditions, of such coverage. Each Party shall promptly notify each other Party of any proposed change (and any actual change if no sooner notice is practicable under the circumstances) in the type, coverage or provider of any such policy of insurance.

18. Indemnification and Risk Management.

(a) Indemnification. Each Party hereto (an "Indemnifying Party") agrees to indemnify, defend and hold harmless each of the other Parties from and against any and all Losses (as defined in the Integration Agreement) suffered or incurred by such other Party to the extent arising out of any of the negligence or intentional acts (including, but not limited to, criminal conduct or fraud) of the Indemnifying Party or any of its employees or agents.

(b) Risk Management. The Parties recognize that during the term of this Agreement and thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent that such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. Accordingly, the Parties agree to so cooperate with one another, which shall include, but not be limited to the following:

(i) Each Party agrees to notify each other Party within ten (10) days after its receipt of any lawsuit, claim or notice of intent to file a lawsuit based in any manner upon the activities contemplated by this Agreement.

(ii) Each Party agrees to provide each other Party with reasonable access to and copies of all medical records of patients who have been treated by such Party, subject to execution of appropriate confidentiality and nondisclosure agreements.

(iii) If any of the Parties are joint defendants in any claim or cause of action arising out of the activities contemplated by this Agreement and are held to be jointly liable for negligence or intentional acts, then each such Party shall contribute to the amount paid for losses, damages, claims or fines (but not expenses, which shall be borne by the Party incurring such expenses) in such proportion as is appropriate to reflect the relative fault of each Party as determined by the court, governmental body, arbitrator or other body adjudicating such claim or cause of action.

19. Dispute Resolution. The provisions of Article XV of the Integration Agreement ("Dispute Resolution") are incorporated herein by reference as if they were a part of this Agreement; and all Disputes (as defined in the Integration Agreement) between or among any of the Parties hereto shall be resolved in accordance with the provisions of such Article XV.

20. General Provisions.

(a) Amendment. The Parties may at any time amend this Agreement, provided that such amendment is in writing and signed by the Parties.

(b) Waiver. Except as otherwise provided in this Agreement, no waiver of any provision, term or condition of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the Party or Parties waiving such provision, and any such waiver shall be effective only in the specific instance and for the specific purpose for which

given. The waiver of any provision, term or condition shall not be construed as a continuing waiver of such provision, term or condition or waiver of any other provision, term or condition of this Agreement.

(c) Notices. Any notice, request, demand, claim or other communication to be given under this Agreement by any Party hereto to another Party hereto shall be in writing; shall be given by personal delivery, certified or registered U.S. Mail, postage prepaid, nationally recognized overnight courier, or facsimile transmission; and shall be given to such Party at its address or facsimile number set forth below, or to such other address or facsimile number as the Party to whom notice is to be given may provide in a written notice to the Party giving such notice. Each such notice, request, demand, claim or other communication shall be effective (i) if given personally, when such communication is delivered, (ii) if given by facsimile transmission, when such facsimile is transmitted to the facsimile number specified in this Section and the appropriate confirmation back is received, (iii) if given by U.S. Mail, five (5) business days after such communication is deposited in the U.S. Mail, or (iv) if given by overnight courier, one (1) business day after being deposited with such courier.

If to HHC, UH, UH-HC  
or UH-FC:                      Hartford Health Care Corporation  
   Attention: President and Chief Executive Officer  
   80 Seymour Street  
   Hartford, CT 06102  
   Fax: (860) 545-3622

with a copy to:                      Joan W. Feldman, Esquire  
   Shipman & Goodwin LLP  
   One Constitution Plaza  
   Hartford, CT 06103-1919  
   Fax: (860) 251-5211

and with a copy to:                      Donald R. Auten, Esquire  
   Duane Morris LLP  
   30 South 17th Street  
   Philadelphia, PA 19103  
   Fax: (215) 689-0863

If to UConn, UCHC  
or the SOM:                      The University of Connecticut  
   Attention: President  
   352 Mansfield Road, Unit 2048  
   Storrs, CT 06269-2048  
   Fax: (860) 486-2627

with a copy to:                      Cato T. Laurencin, M.D., Ph.D., Vice President for  
   Health Affairs and Dean, School of Medicine  
   University of Connecticut Health Center  
   263 Farmington Avenue  
   Farmington, CT 06030  
   Fax: (860) 649-1255

and with a copy to: Stephen M. Cowherd, Esquire  
Jeffers & Ireland, PC  
55 Walls Drive  
Fairfield, CT 06824  
Fax: (203) 259-1070

If to UP: University Physicians, Inc.

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\_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

with a copy to: Joan W. Feldman, Esquire  
Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103-1919  
Fax: (860) 251-5211

and with a copy to: Donald R. Auten, Esquire  
Duane Morris LLP  
30 South 17th Street  
Philadelphia, PA 19103  
Fax: (215) 689-0863

and with a copy to: Stephen M. Cowherd, Esquire  
Jeffers & Ireland, PC  
55 Walls Drive  
Fairfield, CT 06824  
Fax: (203) 259-1070

(d) Counterparts. This Agreement (i) may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement; and (ii) shall not become effective until one or more counterparts have been executed by each Party hereto and delivered to the other Party.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State, without regard to conflicts of laws principles.

(f) Headings. Headings of Articles and Sections in this Agreement and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) Sections. All references to "Sections" in this Agreement are to Sections of this Agreement unless otherwise specifically provided.

(h) Partial Invalidity. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, and provided that no Party is as a result thereof deprived of the enjoyment of its substantial benefits under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(i) Binding Agreement. This Agreement shall be binding upon and inure only to the benefit of the Parties hereto. This Agreement shall not inure to the benefit of or be enforceable by any other Person other than a Party.

(j) Third Party Beneficiaries. The Parties intend that no third party may rely upon the terms of this Agreement or have any rights or claims by reason of this Agreement.

(k) No Assignment. The rights and obligations of each Party under this Agreement are not assignable, either voluntarily or by operation of law, without the prior written consent of each other Party. Any assignment or attempted assignment in violation of this provision shall be null and void.

(l) Government Access to Records. If Section 952 of the Medicare and Medicaid Amendments of 1980, 42 U.S.C. §1395x(v)(1)(I), is applicable to this Agreement, each Party agrees upon written request to make available to the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, all contracts, books, documents and records of such Party necessary to certify the nature and extent of costs associated with the services furnished by such Party under this Agreement. All books and records described in this Section shall be maintained and made available by a Party for a period of four (4) years after the last date that such Party rendered any services under this Agreement. The provisions of the Medicare and Medicaid Amendments of 1980, including Section 952 thereof, and the rules and regulations adopted from time to time thereunder, are incorporated herein by reference, and each Party agrees to be bound thereby. This Section shall survive the termination of this Agreement.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers on the day and year first above written.

HARTFORD HEALTH CARE CORPORATION

By: \_\_\_\_\_  
Elliot Joseph  
President and Chief Executive Officer

THE UNIVERSITY OF CONNECTICUT, on its  
own behalf and on behalf of THE UNIVERSITY  
OF CONNECTICUT SCHOOL OF MEDICINE

By: \_\_\_\_\_  
Michael J. Hogan  
President

UNIVERSITY HOSPITAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

(SIGNATURES CONTINUED ON NEXT PAGE)

UNIVERSITY HOSPITAL-HARTFORD  
CAMPUS, INC.

By: \_\_\_\_\_  
Name:  
Title:

UNIVERSITY HOSPITAL-FARMINGTON  
CAMPUS, INC.

By: \_\_\_\_\_  
Name:  
Title:

UNIVERSITY PHYSICIANS, INC.

By: \_\_\_\_\_  
Name:  
Title

SCHEDULE A

Graduate Medical Education Programs Sponsored by Hartford Hospital

SCHEDULE B

Sponsored Accreditation Programs

EXHIBIT 1

Letter of Agreement

EXHIBIT 2

Compact Between Faculty and Trainees

EXHIBIT 3

ACGME Institutional Requirements

EXHIBIT 4

Chain of Command and Academic Decision-Making Roles