

**EXHIBIT P**  
**Executive Summary of**  
**Academic Affiliation Agreement (the “Agreement”)**  
**by and among**  
**Hartford Health Care Corporation (“HHC”),**  
**The University of Connecticut (“UConn”),**  
**University of Connecticut Health Center (“UCHC”) on its own behalf and on behalf of The**  
**University of Connecticut School of Medicine (the “SOM”),**  
**University Hospital, Inc. (“UH”),**  
**University Hospital-Hartford Campus, Inc. (“UH-HC”),**  
**University Hospital-Farmington Campus, Inc. (“UH-FC”) and**  
**University Physicians, Inc. (“UP”)**

**Recitals**

- Consistent with the terms of the Integration Agreement between UConn and HHC and in furtherance of the integration of the academic missions of the parties, the parties are entering into this Agreement, which is the “Academic Affiliation Agreement” contemplated by the Integration Agreement.

**Section 1 – Educational Vision and Plan**

- This section sets forth the parties’ mutual understandings and agreements regarding the advancement of the ranking of the SOM and the expansion of the medical education programs at UH. The medical education programs will be operated in accordance with the requirements of the Liaison Committee on Medical Education (“LCME”) and the Accreditation Council for Graduate Medical Education (“ACGME”).

**Section 2 – Undergraduate Medical Education**

- Undergraduate medical students ("Medical Students") will be assigned to qualified, programs of UH-FC, UH-HC and UP (as applicable). Personnel from the Dean of the SOM's office will determine and approve the assignments. The SOM will operate the undergraduate programs in compliance with all requirements of the LCME and the academic policies established by the SOM and applied to all of its teaching hospital affiliates.

**Section 3 – Graduate Medical Education**

- UH-FC and UH-HC will 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 will operate the Residency Programs in accordance with all requirements of the ACGME and the

academic policies established by the SOM and applied to all of its teaching hospital affiliates.

- 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.
- Each of UH-FC and UH-HC will enter into a letter of agreement with the SOM regarding each Residency Program in which they participate.

#### **Section 4 – Capitol Area Health Consortium (the “Consortium”)**

- The Consortium will be the employer of the Residents and will administer payroll. The Consortium will also provide input regarding human resources matters and the determination of resident salaries and benefits.

#### **Section 5 – Connecticut Health Education and Research Collaborative (the “Collaborative”)**

- The SOM, UH, UH-FC, UH-HC and the SOM's other teaching hospital affiliates will work together to advance medical education through the Collaborative. The role of the Collaborative will 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.

#### **Section 6 – Specific Obligations of UH**

- UH will be the SOM's principal partner for clinical care, clinical teaching and clinical research activities and will function as the primary teaching hospital for the SOM.
- UH will cause UH-FC and UH-HC 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 due to their participation in the SOM-sponsored Residency Programs. UH-FC and UH-HC will 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. UH-FC and UH-HC will 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 with respect to the graduate medical education reimbursement covered by the Agreement.

- UH agrees to cause UH-FC and UH-HC to abide by all 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.
- UH will cause UH-FC and UH-HC to maintain full accreditation of their hospital facilities by the Joint Commission and to conduct formal quality assurance programs.

### **Section 7 – Specific Obligations of UP**

- UP will 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.
- UP will require each Employed Clinical Faculty member to obtain and maintain a faculty appointment from the SOM.
- If UP is assigned Medical Students and/or Residents, it will abide by all of the policies and procedures of the SOM.

### **Section 8 – Specific Obligations of HHC**

- For each of the first five fiscal years, HHC will provide to UConn funds to support the academic missions of the SOM and the SODM equal to \$7,000,000 per fiscal year. Such payments will be made in equal quarterly installments.
- For each of the fiscal years thereafter, HHC will cause UH to provide to UConn funds to support the academic missions of the SOM and SODM 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, but in no event less than \$3,000,000 per fiscal year. This section of the Agreement also describes the adjustment and payment terms for such payment.
- The graduate medical education programs currently sponsored by Hartford Hospital that are listed on Schedule A to the Agreement will become SOM-sponsored programs. 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.

### **Section 9 – Specific Obligations of the SOM**

- The SOM will be responsible for establishing and supervising programs of education and training at UH-HC and UH-FC for Medical Students and Residents of the SOM and for

making sure that the Medical Students and Residents comply with all applicable policies and procedures of UH-FC and UH-HC.

- The Dean of Academic Affairs will be responsible for furthering UConn's mission to enhance medical education. He or she will have authority over the academic component of the undergraduate program to ensure compliance with LCME requirements and applicable academic policies of the SOM and will appoint an Associate Dean for Graduate Medical Education/DIO. The Associate Dean for Graduate Medical Education/DIO will have authority over the academic component of the Residency Programs to ensure compliance with all ACGME requirements and applicable academic policies.
- The Dean of the SOM, with the concurrence of the Chief Executive Officer of UH, will appoint an Assistant Dean for Medical Education to represent the academic interests at UH-FC and UH-HC. 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 at each institution.
- The Dean of the SOM 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. If the academic department chairs and division chiefs are not 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, the clinical chairs and clinical division chiefs of UH-HC and UH-FC will have direct accountability to the academic chair with respect to all SOM-sponsored education programs.
- The SOM, subject to certain qualifications set forth in the Agreement, will 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 medical education programs will 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.
- The SOM will 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.

- In accordance with the Integration Agreement, the SOM will amend its Bylaws to reflect the requirements set forth in the Integration Agreement and this Agreement.

#### **Section 10 – Continuing Medical Education (“CME”)**

- The parties recognize and affirm the advantages of mutual participation in CME. The SOM will provide a central office for ACGME accreditation of UH CME programs and may assist in CME program development for UH.

#### **Section 11 – Access to Facilities and Patients**

- This section requires that each party provide each other party with access to such party's facilities as reasonably necessary to effectuate the activities contemplated by this Agreement.

#### **Section 12 – Program Closures**

- A minimum of twelve months' notice will be given by any party for discontinuance of a graduate medical education program, and each party will comply with the ACGME requirements regarding program closure.

#### **Section 13 – Safety Issues**

- Each of UH-FC and UH-HC will 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 will work collaboratively with the SOM to ensure that all compliance requirements are being met.

#### **Section 14 – Health of Medical Students and Residents**

- Each Medical Student and Resident assigned to UH-HC or UH-FC will be required to provide satisfactory evidence that he or she is free from contagious disease and does not otherwise present a health hazard to others prior to his or her participation at the hospital. 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.

#### **Section 15 - Legal and Regulatory Compliance**

- This section requires each party to (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.

#### **Section 16 - Term and Termination**

- The Agreement will commence on the Effective Date and will 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.

#### **Section 17 - Insurance**

- Each party will maintain 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 will maintain sufficient liquid reserves to meet all deductible, self-insurance and copayment requirements of such policies.

#### **Section 18 - Indemnification and Risk Management**

- 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 of the Indemnifying Party or any of its employees or agents.
- The parties agree to cooperate with one another in good faith with respect to risk management issues, legal issues, and claims or actions involving the parties to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any insurance policies, or otherwise compromise the confidentiality of communications or information regarding such issues, claims or actions.

#### **Section 19 - Dispute Resolution**

- This section requires that all disputes under the Agreement be resolved in accordance with the dispute resolutions provisions contained Article XV of the Integration Agreement.

## **Section 20 – General Provisions**

- This section contains standard general provisions governing the interpretation and modification of the Agreement.