

EXHIBIT BB

**UNIVERSITY PHYSICIANS, INC.
DEPARTMENT OF _____
PHYSICIAN EMPLOYMENT AGREEMENT**

THIS PHYSICIAN EMPLOYMENT AGREEMENT (this "Agreement") is made as of _____, 2009, by and between UNIVERSITY PHYSICIANS, INC., a Connecticut non-stock corporation ("UP"), and THE UNIVERSITY OF CONNECTICUT SCHOOL OF MEDICINE, a constituent unit of the Connecticut state system of public higher education (the "SOM") (UP and the SOM are sometimes collectively referred to as the "Employer"), and _____, M.D. (the "Physician") (each a "Party" and together, the "Parties").

RECITALS:

WHEREAS, UP operates a faculty practice plan and, in furtherance of its charitable purposes and clinical mission, employs qualified physicians to provide clinical and related administrative services under its auspices and to the patients of University Hospital-Hartford Campus, Inc. ("UH-HC") and University Hospital-Farmington Campus, Inc. ("UH-FC"), and other health care facilities; and

WHEREAS, the SOM, in furtherance of its educational mission, employs qualified physicians to provide educational and related administrative services under its auspices, to graduate medical education residents training at UH-HC and UH-FC, and other healthcare facilities, and to medical students of the SOM; and

WHEREAS, the SOM, in furtherance of its research mission, employs qualified physicians to provide research and related administrative services under its auspices and for the sponsors of such research; and

WHEREAS, UP and the SOM each desires to engage the Physician to provide certain clinical, educational, research and related administrative services as described hereafter; and

WHEREAS, the Physician is willing and able to provide such clinical, educational, research and administrative services for UP and the SOM in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, other valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **Employment.**

(a) **In General.** UP agrees to employ the Physician for clinical and related administrative services (the "Clinical Services"), and the SOM agrees to employ the Physician

for teaching, research and related administrative services (the "Teaching and Research Services"). The Physician agrees to be employed by the Employer, on a full time basis in accordance with the provisions of this Agreement. The initial allocation of the Physician's work effort between the Clinical Services on the one hand and the Teaching and Research Services on the other hand is set forth on Exhibit A attached hereto. Such allocation of work effort shall be subject to adjustment on an annual basis by mutual agreement of the Employer and the Physician. The Physician agrees to devote his or her best efforts to the responsibilities and duties described in this Agreement and to have no other employment except as may be consented to by the Employer as provided herein. The Physician shall be employed by the Employer as a member of the Department of _____ (the "Department"). In the performance of the Physician's responsibilities and duties under this Agreement, the Physician shall report to, and take direction from, the Chair of the Department (the "Chair") and the Chair's designee(s).

(b) Dual Employment. It is the intention of the Employer and the Physician that the Physician shall have "dual employment" with, and shall perform services pursuant to this Agreement for, both UP and the SOM. Accordingly, the Physician shall be deemed to have fulfilled the Physician's obligations under this Agreement if and to the extent that the Physician fulfills such obligations on an aggregate basis (i.e., the Physician's performance of Clinical Services for UP and the Physician's performance of Teaching and Research Services for the SOM must in the aggregate satisfy the requirements of the Physician's full-time employment hereunder).

(c) Terms and Conditions of Employment by the SOM. The Physician's performance of the Teaching and Research Services shall be in accordance with, and subject to, all applicable policies and procedures, including the By-Laws and Rules of the University of Connecticut, as amended from time to time, and the Bylaws of the University of Connecticut School of Medicine, amended from time to time (collectively, the "UConn Bylaws"). The UConn Bylaws in effect as of the Effective Date (as defined below) are attached hereto as Exhibit B. In the event this Agreement conflicts with the UConn Bylaws, the UConn Bylaws shall govern the Physician's employment hereunder solely with respect to the provision of Teaching and Research Services, and this Agreement shall govern with respect to the Physician's provision of Clinical Services.

2. Qualifications and Duties of the Physician.

(a) Qualifications. At all times during the Term (as hereinafter defined) of this Agreement, the Physician shall: (i) possess a valid and unrestricted license to practice medicine in the State of Connecticut; (ii) apply for, be awarded, and maintain membership on the Medical Staff of UH-HC, UH-FC and any other health care facilities at which the Physician may treat patients with the consent of UP; (iii) maintain the Physician's current board certification by [_____] , remain eligible for such board certification, or obtain a written waiver of such requirement in accordance with the UH-HC and UH-FC Medical Staff Bylaws; (iv) possess a valid federal Drug Enforcement Administration ("DEA") registration and a valid Connecticut Controlled Substance Registration, or obtain a written waiver of such requirement in accordance with the UH-HC and UH-FC Medical Staff Bylaws; (v) be, and remain, a participating provider in the Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively); (vi) comply with UP's policies regarding indigent clinical

care; (vii) be, or agree to be, a participating physician in any insurance coverage accepted by UP, UH-HC and UH-FC, including, without limitation, contractual relationships with preferred provider organizations and health maintenance organizations; and (viii) be, or agree to be, credentialed with any other third party payor contracting entity or network as designated from time to time by UP, UH-HC and UH-FC.

(b) Professional Activities; Policies. The professional activities of the Physician shall be at all times subject to, and the Physician shall comply in all respects with: all applicable federal, state and local laws, rules and regulations; the policies (including compliance) and Bylaws of the Employer; the bylaws, rules and regulations (including compliance) of the Medical Staff of UH-HC and UH-FC; Departmental policies, rules and regulations (including compliance, quality assurance and utilization review); and the policies and procedures of UH-HC and UH-FC, as each may be amended from time to time. Subject to the above, the Physician shall retain the right to exercise independent professional judgment in the determination of the appropriate healthcare to be rendered to the patient in providing the Clinical Services hereunder.

(c) Standards of Practice. The Physician's services hereunder will at all times be rendered in a competent and professional manner, consistent with quality assurance standards of the Employer, UH-HC and UH-FC and in compliance with all applicable statutes, regulations, rules, directives and requirements of federal, state and other governmental and regulatory bodies having jurisdiction over the Physician, the Employer, UH-HC or UH-FC; applicable standards of The Joint Commission; and then currently accepted and approved methods and practices applicable to the practice of the Physician.

(d) Teaching Activities. The Physician shall hold the position of [] in the Department. The Physician shall teach residents, fellows and medical students as part of the Physician's teaching duties and may be assigned other duties and responsibilities as necessary (e.g., community outreach, lectures, committee membership, etc.).

(e) Research Activities. All research to be conducted by the Physician shall be subject to prior review and approval by the Chair. The Physician acknowledges that all original records and all other data with respect to the Physician's research shall be maintained by UConn upon the acceptance of a research project for publication.

(f) Professional Liability Insurance. UP shall provide, at its expense, professional liability insurance covering Clinical Services rendered by the Physician under this Agreement in the amount of at least \$1,000,000 for each occurrence, with a per annum aggregate limitation of at least \$3,000,000. The Physician shall cooperate with UP and take all steps reasonably necessary to obtain and maintain such professional liability insurance in full force and effect throughout the Term. Such coverage shall be reviewed, and may be modified, by UP's Board of Directors from time to time. If such professional liability insurance is maintained on a "claims made" basis, then upon the expiration or termination of this Agreement for any reason other than termination by the Employer pursuant to Section 5(c)(ii)(A) through 5(c)(ii)(E) or Section 5(c)(ii)(G) through 5(c)(ii)(I), the Employer shall, at its expense, secure continuing professional liability insurance covering the Physician's entire period of employment with the Employer, for the entire duration of any applicable statute of limitations. Proof of such coverage shall be provided to the Physician upon request. If this Agreement is terminated by the

Employer pursuant to Section 5(c)(ii)(A) through 5(c)(ii)(E) or Section 5(c)(ii)(G) through 5(c)(ii)(I), the Physician shall be responsible for the expense of securing and paying the expense of such continuing professional liability insurance for the entire duration of any applicable statute of limitations, and proof of coverage shall be provided to the Employer upon request.

(g) Conflicts of Interest and Outside Practice. The Physician shall comply in all respects with the policies, including any Bylaws of the Employer, the Department, UH-HC and UH-FC regarding conflicts of interest and practicing medicine other than under the auspices of the Employer, as each may be amended from time to time. Such policies, as currently in effect, permit the Physician to receive and retain income from the following sources ("Outside Income"), provided that such activities are approved in advance by the Chair and the Dean of the SOM (the "Dean"): (i) income, royalties or other compensation that is derived from publications, patents or licenses of inventions, honoraria, reimbursement of expenses received for lectures or appearances of a scientific or professional nature, and awards or prizes for distinguished achievements; and (ii) compensation paid for government consulting and other consulting services that are unrelated to patient care or research.

3. Compensation and Benefits.

(a) Compensation. In consideration for services rendered under this Agreement, the Physician shall receive initial compensation from the Employer in accordance with the provisions of Exhibit C attached hereto. Except as may otherwise be provided on Exhibit C, such compensation shall be subject to adjustment on an annual basis by mutual agreement of the Employer and the Physician.

(b) Benefits. In consideration for services rendered under this Agreement, the Physician shall receive initial benefits from the Employer in accordance with the provisions of Exhibit D attached hereto. Except as may otherwise be provided on Exhibit D, such benefits shall be subject to adjustment on an annual basis by mutual agreement of the Employer and the Physician.

(c) Compensation Limit. Notwithstanding anything in this Agreement to the contrary, the Physician's total compensation from all sources (except for any Outside Income) is subject to the Bylaws and policies and procedures of UP, the SOM Faculty Compensation Guidelines, the royalty, consulting and patent and technology policies of [UP and] the SOM and the overriding limitation of "reasonableness" as defined by the Internal Revenue Service in pertinent statutes, regulations, rulings, guidelines and memoranda, in effect from time to time.

4. Patient Services Billing and Assignment of Fees. As a condition of the Physician's employment hereunder, the Physician hereby assigns to UP the right to charge and bill and collect for all clinical professional services performed by the Physician for, or under the auspices of, UP, and UP shall have the right to receive, hold and disburse all revenue derived from the Physician's professional services, including all payments under managed care plans such as risk pool surpluses, withhold distributions and similar risk sharing distributions from managed care plans. The Physician shall act diligently and cooperate fully with UP in facilitating such assignment and billing, including completing all forms necessary for the billing of such claims by UP. Charitable or free professional services rendered by the Physician shall be

reported as such to UP. The Physician shall cooperate with UP in the completion of any forms and the submission of any information necessary for UP to receive third party reimbursement for professional services rendered by the Physician, including, without limitation, submitting accurate, complete and timely documentation in order to substantiate the services provided by the Physician hereunder.

5. Term and Termination.

(a) Initial Term. The initial term of this Agreement (the "Initial Term") shall be for one (1) year commencing on _____, 2009 (the "Effective Date") [**Note: Under appropriate circumstances, the Initial Term of the Agreement for incoming faculty members and for existing faculty members may be more than one (1) year**], but not until the Physician has obtained a license to practice medicine in the State of Connecticut and has been granted at least temporary privileges by UH-HC and UH-FC. Commencement of employment is also contingent upon the Physician's ability to provide Employment Eligibility Verification (Form I-9) as required by law. The Initial Term of this Agreement and any renewal terms are referred to herein collectively as the "Term."

(b) Terms and Conditions of Employment by UP. Except as otherwise expressly set forth herein, the following provisions of this subparagraph (b) apply solely to the Physician's employment by UP (*i.e.*, to the provision of Clinical Services):

(i) Renewal. Following the Initial Term, this Agreement shall automatically renew for successive additional one (1) year periods, on the same terms and conditions as set forth herein, unless either the Physician or UP gives written notice of its intent not to renew this Agreement at least four (4) months before the end of the then-current Agreement year; provided, however, that this Agreement shall not be renewed and shall terminate in its entirety (with respect to both the provision of Clinical Services and Teaching and Research Services) upon expiration in the event the Physician and the Employer are unable to mutually agree on the allocation of work effort as provided in Section 1(a), the compensation in Section 3(a) or the benefits in Section 3(b). In no event, however, shall a Physician receive less than three (3) months' notice of non-renewal in the event the Physician and the Employer are unable to agree on the allocation of work effort, compensation and/or benefits.

(ii) Termination for Cause. The Physician's employment with respect to the provision of Clinical Services may be terminated by UP immediately for cause by written notice to the Physician, upon the occurrence of any of the following events:

(A) the Physician's license to practice medicine in the State of Connecticut, or any other state, or DEA or Connecticut Controlled Substance registration (unless the Physician has obtained the written waiver referred to in Section 2(a)(iv) of this Agreement), is suspended, revoked or otherwise restricted or terminated;

(B) the Physician fails or refuses to renew or maintain, or is prohibited from renewing or maintaining, the Physician's Board certification;

(C) the Physician is (1) convicted of a felony and/or a crime of moral turpitude; (2) suspended or restricted from or otherwise not permitted to continue as a

provider in the Medicare and/or Medicaid programs; or (3) rendered a "Sanctioned Person" as defined in Exhibit E hereto;

(D) the Physician loses the Physician's Medical Staff privileges at UH-HC or UH-FC for a period of more than seven (7) consecutive days;

(E) the Physician's SOM faculty appointment ceases for any reason;

(F) the Physician becomes disabled and is unable to perform the essential duties of the job as defined in this Agreement, with or without reasonable accommodation (in compliance with the provisions of the Americans With Disabilities Act, 42 U.S.C. §§ 12101, et seq.), for a period of three (3) consecutive months or longer;

(G) the Physician becomes ineligible for malpractice insurance, or the cost for such malpractice insurance becomes prohibitive relative to other physicians practicing in the Physician's specialty within UH-HC's and UH-FC's service areas, due to the Physician's malpractice claim history;

(H) the Physician becomes an Impaired Professional (as defined in the Medical Staff Bylaws of UH-HC and UH-FC) and is not participating in an Employer-approved impaired physician program;

(I) a violation of any material provision of this Agreement by the Physician which remains uncured after fifteen (15) days following the Physician's receipt of written notice of the violation from the Employer; provided, however, that in the case of a curable violation that with reasonable diligence cannot be cured within such fifteen (15) day period, if, in the reasonable discretion of the Employer, the Provider commences promptly and diligently pursues the curing of the same, then the cure period shall be extended for up to fifteen (15) additional days as is necessary to attempt to cure the violation; or

(J) .the Physician represents an immediate threat to the health or safety of UP's patients.

(iii) Suspension by UP; Opportunity to Cure. If UP believes that the Physician has violated a material provision of this Agreement, UP may, as an alternative to termination, and in its sole discretion, suspend the Physician with or without the Clinical Services component of the Physician's compensation for a specified period of time or provide the Physician with a specified period of time in which to cure the violation. These alternatives to termination are within the sole discretion of UP and are not entitlements of the Physician. The fact that UP may implement one or both of these alternatives on one or more occasions does not create the basis for the Physician to claim that he or she has a right to either or both alternatives.

(iv) Termination of Employment with UP by Physician for Cause. If the Physician believes that UP has violated a material provision of this Agreement, the Physician shall provide UP with written notice of the alleged violation, describing it with reasonable particularity. If UP has not taken reasonable steps to remedy the violation within fifteen (15)

days of its receipt of the notice, the Physician may terminate this Agreement upon written notice of termination delivered to the Employer following the expiration of the fifteen (15) day period.

(v) Opportunity to be Heard. Prior to a making a final decision to terminate the Physician or suspend the Physician without the Clinical Services component of the Physician's compensation by reason of a violation of a material provision of this Agreement, UP shall afford the Physician an opportunity to meet with the President of UP, or the President's designee, and the Dean of the SOM, or the Dean's designee, to discuss the basis for such action. The Physician must request such meeting in writing within three (3) business days following receipt of written notice that UP is taking such action and such meeting shall take place within three (3) business days of UP's receipt of the written request by the Physician. UP will notify the Physician of its final decision regarding termination or suspension within one (1) business day following the meeting.

(c) Resignation from Medical Staff. Immediately upon the termination or expiration of this Agreement in its entirety or with respect to the Physician's Clinical Services for any reason, the Physician shall resign from the Medical Staff of UH-HC and UH-FC; and the Physician irrevocably appoints the Chair as the Physician's attorney-in-fact to submit such resignation on his or her behalf if the Physician fails to do so within seventy-two (72) hours after such termination. The Physician hereby holds the Employer and the Chair harmless and releases them, their designees and UH-HC and UH-FC and their respective Boards of Directors and officers from any liability therefor, without such resignation of Medical Staff privileges being subject to any review, hearing or other due process rights under the Bylaws or other governing policies of UH-HC or UH-FC or by any court or otherwise, which review, hearing and rights (if any) the Physician hereby specifically waives. The Physician shall have the right to reapply for Medical Staff privileges in accordance with the UH-HC and UH-FC Medical Staff Bylaws.

6. Effect of Expiration or Termination.

(a) In General. Upon expiration or termination of this Agreement in its entirety for any reason, neither Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of expiration or termination, including, without limitation, any obligations of the Physician or the SOM set forth in the UConn Bylaws, and (ii) obligations, promises or covenants contained herein that are intended to survive the expiration or termination of this Agreement.

(b) Medical Records; Accounts Receivable. Upon expiration or termination of this Agreement in its entirety or with respect to the Physician's Clinical Services, the Physician shall immediately deliver to the Employer and UH-HC and UH-FC sole custody, and total, exclusive and complete use, of their respective medical records, premises, equipment and supplies. The Physician acknowledges and agrees that upon the expiration or termination of this Agreement in its entirety or with respect to the Physician's Clinical Services, for any reason, all accounts receivable and amounts due from third party payors (including, without limitation, all managed care withholds) attributable to services rendered by the Physician on behalf of the Employer shall belong solely and exclusively to the Employer, and the Physician shall have no right to any of the foregoing.

(c) Termination with Respect to Clinical Services Only. In the event this Agreement is terminated by UP or the Physician with respect to the Physician's provision of Clinical Services only:

(i) this Agreement shall terminate as between the Physician and UP, and UP shall be automatically removed as a party to this Agreement, including from the definition of the Employer hereunder;

(ii) the Physician's employment by the SOM hereunder shall not terminate, and this Agreement shall continue to apply with respect to such employment by the SOM only, unless otherwise terminated by the Physician or the SOM pursuant to the terms of the UConn Bylaws; and

(iii) the Physician's total compensation and benefits shall be reduced by the amount that was allocated to the Physician's provision of Clinical Services, except as may otherwise be provided on Exhibit C or Exhibit D.

7. Professional Membership; Reimbursement. During the period of employment, the Physician is expected to participate in the membership of professional or related scientific organizations; to subscribe to professional or related scientific journals; to attend symposia, seminars, conventions and meetings relating to the Physician's specialty; and to incur other reasonable expenses and costs. Reimbursable expenses and costs shall be those which would be incurred in the normal course of performing the Teaching and Research Services and Clinical Services, respectively, and which would allowable as business deductions under appropriate provisions of the Internal Revenue Code of 1986, as amended, or any statutory successor thereto. The Employer will reimburse the Physician for such expenses and costs that are approved by the Physician's Department Chair pursuant to the policies described in Section 2(b).

8. Medical Records. The Physician, on behalf of UP and UH-HC and UH-FC, shall maintain appropriate medical records for all clinical patients seen by the Physician, and shall use his or her best efforts to ensure that his or her notations in the medical records are complete, accurate and legible in all respects. All such records shall be and remain the property of UP, UH-HC and UH-FC, as applicable, and shall be maintained in compliance with all laws and regulations pertaining to medical records. If this Agreement expires or is terminated for any reason whatsoever in its entirety or solely with respect to the provision of Clinical Services, the Physician shall be entitled to a copy of the medical records of any patient who provides UP with a proper written consent, requesting that such records be furnished to the Physician; provided that UP may charge the Physician or the requesting party a reasonable photocopying fee for any such copies. In addition, the Physician shall be entitled to (i) access, at reasonable times and upon reasonable notice, to billing records relating to professional services rendered by the Physician on behalf of UP, and (ii) receive, upon reimbursement of reasonable photocopying expenses, copies of medical records pertaining to services performed by the Physician for UP, in order to aid the Physician in the defense of any malpractice or liability claim instituted against the Physician as a result of such services.

9. Disclosure of Confidential Information.

(a) Non-Disclosure. Without the prior written consent of the Employer, the Physician shall not disclose to others any trade secrets or confidential information obtained, received or created by the Physician during the Physician's employment under this Agreement. The Physician agrees that the Physician's obligation not to disclose said information exists during the Term and at all times following the expiration or termination of this Agreement for any reason. The Physician also agrees that upon the expiration or termination of this Agreement for any reason, the Physician shall not take or otherwise carry away or use in any manner any trade secrets or confidential information. For purposes of this Agreement, the term "trade secrets and confidential information" shall mean any and all confidential and proprietary information or practice including, but not limited to, financial information, business plans, expansion plans or proposals, strategic plans, pricing and marketing information, technological information, personnel data, patient intake forms, policies, procedures or any other documents or materials pertaining to the business of the Employer or its dealings with patients. In the event the Physician is requested to divulge such information by subpoena or process of law, the Physician shall not voluntarily disclose any such information, shall promptly notify the Employer of the request, and shall cooperate as necessary to resist or limit disclosure of confidential information as directed by the Employer.

(b) Remedies. The Physician acknowledges that if the Physician were to commit a breach of any of the provisions of this Section 9, the harm to the Employer would be irreparable. The Physician therefore agrees that, in addition to any remedies at law, the Employer shall be entitled to obtain injunctive relief against such breach.

(c) Survival. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Non-Compete and Non-Solicitation.

(a) Covenants. The Physician recognizes that the successful practice of the Employer, both with respect to the quality and availability of patient care and the financial stability of the Employer, depends in large part upon the loyalty of each of the Employer's physician employees, and upon the relationship of the Employer with its employees and with others. Accordingly, in addition to the provisions of this Agreement regarding conflicts of interest, the Physician agrees that during the period of the Physician's employment by the Employer and, except in the event that this Agreement is terminated by the Physician pursuant to Section 5(b)(iv), for a period of one (1) year thereafter (the "Restricted Period"):

(i) The Physician will not engage in the practice of medicine, directly or indirectly, or own, manage, operate, control, or be employed or otherwise engaged by, any person or entity engaged in the practice of medicine or rendering healthcare services within the cities and towns listed on Exhibit F hereto on the date of the expiration or termination of this Agreement. Exhibit F shall be updated by the Employer during the Term of this Agreement as additional offices of the Employer are established and in the event any offices of the Employer are terminated.

(ii) the Physician will not solicit any patients of UP, nor remove or copy any medical records or patient mailing lists without the prior written permission of UP;

provided, however, that upon the expiration or termination of this Agreement, UP and the Physician shall work cooperatively to facilitate the transfer to the Physician of those of UP's patients who wish to continue to receive medical care from the Physician; and

(iii) the Physician will not hire, seek to hire or assist in hiring any employee, agent or independent contractor of the Employer, or induce or seek to induce, or take action that results in the termination of employment or other arrangements between the Employer and such employee, agent or independent contractor, or that otherwise interferes with such employment or contractual arrangements.

(b) Remedies. The Physician acknowledges that the restrictions contained in this Section 10 are reasonable and necessary to protect the legitimate interests of the Employer and that any violation of such restrictions would result in irreparable injury to the Employer. The Physician therefore agrees that the Employer shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction without having to prove actual damages or to post a bond; and to any other rights or remedies to which the Employer may be entitled at law or in equity. In the event of a violation of any of the restrictions set forth in this Section 10, the Restricted Period shall be extended by a period of time equal to that period beginning with the commencement of such violation and ending when such violation shall have been finally terminated in good faith.

(c) Reformation. If the scope, period of time or area of restriction set forth in this Section 10 should be adjudged unreasonable in any court proceedings, then the scope, period of time or area of restriction shall be reduced or limited in such aspects as to make said restriction reasonable, so that said restriction may be enforced in such scope, period of time and area as may be adjudged to be reasonable by the elimination of any unreasonable aspects thereof.

(d) ACKNOWLEDGEMENT. THE EMPLOYER AND THE PHYSICIAN ACKNOWLEDGE THAT THE TERMS OF THIS SECTION HAVE BEEN NEGOTIATED AT ARMS' LENGTH. THE PHYSICIAN REPRESENTS THAT THE PHYSICIAN UNDERSTANDS THE FULL EXTENT AND IMPLICATION OF THE TERMS OF THIS SECTION, AND THE PHYSICIAN WILLINGLY AND VOLUNTARILY AGREES TO BE BOUND HEREBY.

(e) Survival. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. Arbitration. This Section applies to any issue, controversy, claim or dispute that arises with regard to the interpretation or application of this Agreement as it relates to the Physician's employment by UP regarding Clinical Services except for Sections 9 and 10 hereof (a "Controversy"), and the provisions of this Section shall survive the termination of this Agreement for any reason. All Controversies shall be submitted to arbitration before a single arbitrator pursuant to the Rules of Procedure for Arbitration of the American Health Lawyers Association Alternative Dispute Resolution Service, and the arbitration proceeding shall be held in Hartford, Connecticut. It is agreed that if either Party shall desire relief of any nature whatsoever from the other Party as a result of any Controversy, it will institute such arbitration proceedings. All costs of said arbitration, including the arbitrators' fees, if any, shall be borne

equally by the Employer and the Physician, unless the arbitration decision and award otherwise provides. All legal fees and costs incurred by each Party in connection with said arbitration shall be borne by the Party that incurs them. The Parties agree that the decision and award of the arbitrator shall be final and conclusive upon the Parties, in lieu of all other legal, equitable or judicial proceedings between them, that no appeal or judicial review of the arbitrators' award shall be taken, and that the decision and award may be entered as a judgment in, and enforced by, any court of competent jurisdiction.

12. Renegotiation. Notwithstanding anything contained herein, the Employer and the Physician understand and agree that the terms of this Agreement are subject to reexamination and renegotiation if at any time a change in regulatory requirements beyond the Employer's control makes it legally impermissible or impractical for the Employer to comply with existing terms of this Agreement that are affected by such change. For purposes of the preceding sentence, "impractical" shall mean the Employer's determination in good faith that because of a change in regulatory requirements, compliance with the provisions of this Agreement will expose the Employer to a material risk of civil or criminal liability.

13. Miscellaneous.

(a) Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only (i) when personally delivered, (ii) three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) one (1) business day after being sent by a commercial overnight courier service, addressed as set forth below:

If to the Physician:

If to the Employer:

University Physicians, Inc.
80 Seymour Street
Hartford, CT 06102
Attention: President

and to:

The University of Connecticut School of Medicine
263 Farmington Avenue
Farmington, CT 06030
Attention: Dean

with a copy to:

University Hospital

Attention: Chair, Department of _____

Any Party may alter the address to which communications or copies are to be sent by giving notice of such change of address to each other Party in conformity with the provisions of this Section.

(b) Governing Law. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the internal substantive laws of the State of Connecticut, without regard to conflicts of laws principles.

(c) Waiver. A waiver of the breach of any term or condition of this Agreement by a Party shall not constitute a waiver of any subsequent breach or breaches.

(d) Assignment. The Physician may not assign this Agreement or any or all of his or her rights or obligations hereunder without the prior written consent of the Employer.

(e) Entire Agreement. This Agreement supersedes all contracts or agreements between or among the Parties, or between the Physician and any predecessor in interest of the Employer, with respect to the subject matter hereof, and constitutes the entire agreement among the Parties with respect to such subject matter.

(f) Amendments. This Agreement may be amended only by an instrument in writing signed by all of the Parties.

(g) Execution in Counterparts. This Agreement and amendments thereto may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

(h) Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

(i) Binding Nature. This Agreement shall be binding on the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

EMPLOYER:

UNIVERSITY PHYSICIANS, INC.

By: _____

Name:

Title:

THE UNIVERSITY OF CONNECTICUT
SCHOOL OF MEDICINE

By: _____

Name:

Title:

PHYSICIAN:

Name:

Exhibit A
Allocation of Work Effort

[TO BE PROVIDED]

Exhibit B
UConn Bylaws

[TO BE PROVIDED]

Exhibit C
Physician Compensation

[TO BE PROVIDED]

Exhibit D
Physician Benefits

[TO BE PROVIDED]

Exhibit E
Definition of Sanctioned Person

A "Sanctioned Person" means a person or entity who:

(A) is currently the subject of prosecution for, or has been convicted of: (1) any offense relating to the delivery of an item or service under any Federal Health Care Program as defined in Section 1128B(f) of the Social Security Act (the Maternal and Child Health Services Program or the Block Grants to States for Social Services Program, respectively), (2) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (3) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (4) obstructing an investigation of any crime referred to in (1) through (3) above, or (5) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;

(B) has been required to pay any civil monetary penalty under 42 U.S.C. §1320a-7b, regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or federal health care program, or is currently the subject of any proceeding which may result in such payment; or

(C) has been excluded from participation in any Federal Health Care Program as defined in Section 1128B(f) of the Social Security Act.

Exhibit F
Cities and Towns Within a 12 Mile Radius of Any Office of the Employer

[TO BE PROVIDED]