

Connecticut General Statutes 20-14p – Covenants not to compete involving physician

(a) For purposes of this section: (1) “Covenant not to compete” means any provision of an employment or other contract or agreement that creates or establishes a professional relationship with a physician and restricts the right of a physician to practice medicine in any geographic area of the state for any period of time after the termination or cessation of such partnership, employment or other professional relationship; (2) “physician” means an individual licensed to practice medicine under this chapter; and (3) “primary site where such physician practices” means (A) the office, facility or location where a majority of the revenue derived from such physician’s services is generated, or (B) any other office, facility or location where such physician practices and mutually agreed to by the parties and identified in the covenant not to compete.

(b) (1) A covenant not to compete is valid and enforceable only if it is: (A) Necessary to protect a legitimate business interest; (B) reasonably limited in time, geographic scope and practice restrictions as necessary to protect such business interest; and (C) otherwise consistent with the law and public policy. The party seeking to enforce a covenant not to compete shall have the burden of proof in any proceeding.

(2) A covenant not to compete that is entered into, amended, extended or renewed on or after July 1, 2016, shall not: (A) Restrict the physician’s competitive activities (i) for a period of more than one year, and (ii) in a geographic region of more than fifteen miles from the primary site where such physician practices; or (B) be enforceable against a physician if (i) such employment contract or agreement was not made in anticipation of, or as part of, a partnership or ownership agreement and such contract or

agreement expires and is not renewed, unless, prior to such expiration, the employer makes a bona fide offer to renew the contract on the same or similar terms and conditions, or (ii) the employment or contractual relationship is terminated by the employer, unless such employment or contractual relationship is terminated for cause.

(3) Each covenant not to compete entered into, amended or renewed on and after July 1, 2016, shall be separately and individually signed by the physician.

(c) The remaining provisions of any contract or agreement that includes a covenant not to compete that is rendered void and unenforceable, in whole or in part, under the provisions of this section shall remain in full force and effect, including provisions that require the payment of damages resulting from any injury suffered by reason of termination of such contract or agreement.