

**UCONN/HARTFORD HEALTH CARE INTEGRATION  
FREQUENTLY ASKED QUESTIONS II**

**1. Q. What additional information can be provided about the ability of UCHC faculty to remain state employees under the proposed integration?**

- A. As we have communicated previously, existing School of Medicine (SOM) faculty who opt to remain solely employed by the SOM will continue to have their contracts honored, including those with multi-year agreements. The clinical time for these faculty members will be provided to University Physicians, Inc. (UP) with UConn continuing to be responsible for paying all wages and benefits as it is today. The Faculty Provider Services Agreement further provides that UP will reimburse UConn in an amount equal to an agreed upon portion of the faculty member's salary and benefits based upon the allocation of work effort between the clinical time and the faculty member's academic and research duties.

It is also important for faculty to know that Department Chairs have been asked to identify and recommend to the Dean those faculty members who currently have one-year contracts which should be extended to two-year contracts for the next cycle of renewals. As part of this process, current faculty salaries will at least be maintained during the two-year renewal period subject to meeting productivity targets that will be based on a system similar to the one that is already in place at UCHC. The assurance of a two-year contract for a large number of our clinical faculty will be an important part of the transition program for the UConn/Hartford Health Care (HHC) integration.

Finally, as noted in the last issued set of FAQs, the non-compete/non-solicitation aspects of the employment agreements have also been clarified, such that faculty members who are not subject to these provisions currently will not become subject to them as long as they are continuously employed by the SOM or UP (i.e., a faculty member does not have a gap in employment by the SOM and/or UP). For those faculty members with existing non-compete/non-solicitation clauses, those provisions will remain in place and be unchanged as long as they are continuously employed by the SOM and/or UP.

**2. Q. What can you tell me about the key terms of the SOM/UP Employment Agreement?**

- A. With respect to clinical faculty who opt to become dually employed by the SOM and UP, UP expects to offer multi-year contracts to appropriate individuals, based upon, among other things, the recommendations of the Department Chair. UP may offer other faculty members one-year agreements.

Although a specific compensation model has yet to be formulated, a UP Transition Task Force co-chaired by Dr. Jay Lieberman is currently working on the design of the plan. The Transition Task Force recognizes that UP will need to offer market competitive compensation and benefits in order to attract and retain quality physician faculty members into the future. In addition, the Transition Task Force has concluded that faculty members who are working at appropriate levels of productivity should not be

exposed to potential salary decreases under their contracts in effect on the effective date of the Integration Agreement. Furthermore, since UP will not be a state organization, faculty salaries paid to employees of UP will not be subject to any “freezes” that may otherwise be imposed by the state or UConn on faculty members who choose to remain wholly employed by the SOM.

As noted above, provided they remain continuously employed by the SOM and/or UP for their clinical activities, faculty who do not currently have non-compete/non-solicitation clauses in their employment agreements, will not become subject to a non-compete or non-solicitation clause going forward. Faculty who, pursuant to their existing employment agreements, are subject to a non-compete and/or non-solicitation clause will remain subject to such provisions, which will remain unchanged. On the other hand, new physician hires for UP, once the Integration Agreement goes into effect, will be subject to a non-compete that will restrict them from practicing other than for UP during the term of the agreement, and for one year thereafter, within a 10-mile radius of: (i) the UH-Farmington Campus; (ii) the UH-Hartford Campus and (iii) any UP practice location in which the physician practiced during the three year period prior to the expiration or termination of their employment, except this provision will not apply if the physician terminates the employment agreement for cause (i.e., UP violates a material provision of the Agreement and fails to cure the violation). The non-solicitation provision would similarly cover the employment period and one year thereafter.

We recognize that there will be other questions and a need for more information about the employment agreements in the coming weeks, and we will continue to update you as recommendations from the Transition Task Force come forward.

**3. Q. Will private practice physicians be eligible for membership in UP?**

- A. Private practice physicians will be eligible to become members of UP if they become employed by UP and, thereafter, conduct 100% of their clinical practice through UP.

**4. Q. How will malpractice insurance be handled?**

- A. The special legislation that will be submitted to the General Assembly as part of the integration approval process will contain provisions ensuring that faculty members who elect to remain employed solely by the SOM will retain all of the State immunities and indemnities currently afforded them. This means that these faculty members will remain immune from personal civil suit and liability, and be indemnified from personal expense, with respect to actions taken while acting in their roles as a State employee. However, as in the past, protection from civil liability would not apply if the faculty member acts in a “wanton, reckless or malicious manner.”

With respect to faculty members who are dually employed by UP and the SOM, UP will provide malpractice insurance covering the clinical services of such faculty. It is expected that such coverage will be provided through HHC’s captive insurance company and an excess coverage policy in the tens of millions of dollars. In addition, such dually employed faculty members will also retain the State-provided immunities and indemnities with respect to their teaching and research activities.

**5. Q. What role will UP play in health plan contracting?**

A. UP will participate in both the strategy and negotiation of health plan contracts for its members. The parties have also agreed that the financial interests of both UP and UH will be taken into account in the contract negotiations involving both entities.

**6. Q. Who will select the Department Chairs/Clinical Chiefs?**

A. Subject to ongoing transition planning, the parties anticipate that in general the Academic Department Chairs in the SOM and the correlate Clinical Chiefs at UH will be the same person. The appointment of the Academic Department Chair is a SOM appointment and the appointment of a Clinical Chief of Service is an UH appointment. Given that the desire and intent over time is that the two roles will be played by the same individual, in essence, it is expected to be a joint appointment by the Dean of the SOM and the President of UH as is common at many other academic medical centers.

**7. Q. How will planning for employed clinical faculty recruitment occur in the future?**

A. Planning will be done collaboratively among the SOM, UP and UH with the Academic Chair/Clinical Chief for each department being the primary person to recommend future employed clinical faculty recruitment needs. Academic Chairs/Clinical Chiefs will continue to have a prominent role in faculty recruitment planning and implementation for employed clinical faculty once the Integration Agreement goes into effect.

**8. Q. Who decides such things as UP's practice locations and call schedules?**

A. Subject to approval by UP's Board of Directors, the UP Operations Board will set broad policy for coverage requirements for UP's multi-specialty group practice. The individual Department Chairs/Chiefs of Service will determine specific schedules for their departments within the guidelines set by the UP policy. It is also expected that the Medical Staff Bylaws of UH-HC and UH-FC will have call requirements that all members of the medical staff, including UP physicians, will need to satisfy.

**9. Q. Will robust clinical programs continue to be located at Farmington?**

A. Yes. The Integration Agreement calls for the University Hospital – Farmington Campus entity to always provide a range of inpatient and outpatient services and capital investment commensurate with that of an acute care hospital. No decisions have been made to change any of the clinical programs at Farmington. Any future changes will be the subject of future collaborative planning and applicable regulatory approvals.