the filing of this Final Judgment establishes a practice and provides services as a GAPC physician in Buchanan County, Missouri, without the prior written approval of the plaintiff; and

(2) Any physician practice located in Buchanan County, Missouri that has provided services in Buchanan County, Missouri within five years prior to the date of the proposed acquisition, unless Heartland provides plaintiff with 90 days' prior written notice of the proposed acquisition; and

(È) Conditioning the provision of any inpatient hospital service to patients of any competing managed care plan by making that service available only if the competing managed care plan;

(1) Purchases or utilizes (a) Heartland's utilization review program, (b) any Heartland managed care plan, or (c) Heartland's ancillary or outpatient services or any physician's services, unless such services are intrinsically related to the provision of acute inpatient care, such as but not limited to where Heartland's provision of inpatient care inherently gives rise to Heartland bearing professional responsibility for such services, so long as Heartland otherwise makes its inpatient services available to competing managed care plans as set forth in this Paragraph; or

(2) Contracts with or deals with Health Choice, Community Health Plan, or any other Heartland managed care

plan.

This Paragraph (E) shall not apply to any contract with an organization in which Heartland has a substantial financial risk.

This Paragraph (E) shall not limit Heartland's ability to condition the provision of any inpatient hospital service on the purchase or utilization of ancillary or outpatient services or physician's services selected by Heartland, pursuant to any contract in which Heartland bears financial risk, so long as Heartland otherwise makes its inpatient services available to competing managed care plans as set forth in this Paragraph.

### VII

## Additional Provisions

- (A) Health Choice shall:
- (1) Inform each physician on its provider panel annually in writing that the physician is free to contract separately with any other managed care plan on any terms; and
- (2) Notify in writing each payor with which Health Choice has or is negotiating a contract that each provider on Health Choice's provider panel is

free to contract separately with such payor on any terms, without consultation with Health Choice; and

(B) Heartland shall:

- (1) Observe the attached and incorporated Heartland Referral Policy relating to the provision of ancillary services;
- (2) File with plaintiff each year on the anniversary of the filing of the Complaint in this action a written report disclosing the rates, terms, and conditions for inpatient hospital services Heartland provides to any managed care plan or hospice program, including those affiliated with Heartland. Plaintiff agrees not to disclose this information unless in connection with a proceeding to enforce this Final Judgment or pursuant to court or Congressional order; and

(3) Give plaintiff reasonable access to its credentialing files for the purpose of determining if Heartland used its credentialing authority to deny hospital privileges to physicians employed by or otherwise affiliated with a competing managed care plan, provided Heartland is given all necessary authorizations for the release of such records.

# VIII

## Heartland Permitted Activities

Notwithstanding any of the prohibitions or requirements of Sections IV through VII of this Final Judgment, Heartland may:

(A) Own 100% of an organization that includes competing physicians on its provider panel and either uses a messenger model or sets fees or other terms of reimbursement or negotiates for physicians so long as the organization complies with Paragraphs (A) and (B) of Section V of the Final Judgment as if those Paragraphs applied to that organization, and with the subcontracting requirements of a qualified managed care plan;

(B) Employ or acquire the practice of any physician not located in Buchanan County, Missouri, who derived less than 20% of his or her practice revenues from patients residing within Buchanan County, Missouri, in the year before the

employment or acquisition;

(C) If Plaintiff does not disapprove under the procedures set out in this Paragraph (C), employ or acquire the practice of any GAPC physician so long as Heartland incurs substantial costs recruiting such physician for the purpose of beginning the offering of GAPC services in Buchanan County, Missouri, or gives either substantial financial support or an income guarantee to such physician to induce that physician to begin offering GAPC

services in Buchanan County, Missouri, and employs the physician or acquires the practice within two years of the physician first offering GAPC services in Buchanan County, Missouri. Heartland must give the plaintiff an opportunity to disapprove, by giving plaintiff 30 days prior written notice and such information in Heartland's possession as is necessary to determine whether the above criteria have been met. Plaintiff shall not disapprove if these criteria are met. If plaintiff disapproves, plaintiff will set forth the reasons for disapproval. If plaintiff fails to disapprove within 30 days of receipt of the requisite information, the criteria shall be deemed to have been met, and Heartland may employ or acquire the practice of the GAPC physician; and

(D) With plaintiff's prior written approval, employ or acquire the practice of any physician who will cease to be a GAPC physician in Buchanan County, Missouri, unless Heartland acquires the practice or employs the physician.

#### IX

## Judgment Modification

In the event that any of the provisions of this Final Judgment proves impracticable as to any defendant or in the event of a significant change in fact or law, that defendant may move for, and plaintiff will reasonably consider, an appropriate modification of this Final Judgment. Nothing in this Section limits the right of any defendant to seek any modification of this Final Judgment it deems appropriate.

## X

### Compliance Program

Each defendant shall maintain a judgment compliance program, which shall include:

(A) Distributing within 60 days from the entry of this Final Judgment, a copy of the Final Judgment and Competitive Impact Statement to all senior administrative officers and directors;

(B) Distributing in a timely manner a copy of the Final Judgment and Competitive Impact Statement to any person who succeeds to a position described in Paragraph (A) of this Section X;

(C) Briefing annually those persons designated in Paragraphs (A) and (B) of this Section X on the meaning and requirements of this Final Judgment and the antitrust laws, including penalties for violation thereof;

(D) Obtaining from those persons designated in Paragraphs (A) and (B) of this Section X annual written certifications that they (1) have read, understand, and agree to abide by this