IV

Injunctive Relief

(A) DAIPA and HealthCare Partners are enjoined from, directly or through any agent or other third party, setting, or expressing views on, the prices or other competitive terms and conditions or negotiating for competing physicians, regardless of whether those physicians are subcontracting physicians or owners or members of DAIPA or HealthCare Partners, unless done as part of the operation of a qualified managed care plan; provided that, nothing in this Final Judgment shall prohibit DAIPA or HealthCare Partners from acting as or using a messenger model.

(B) DAIPA, HealthCare Partners, and DHS are enjoined from:

 Precluding or discouraging any physician from contracting with any payer, providing incentives for any physician to deal exclusively with DAIPA, HealthCare Partners, or any payer, or agreeing to any priority among themselves as to which will have the right to first negotiate with any payer, provided that, nothing is in this paragraph shall prohibit a physician from agreeing to exclusivity in connection with an ownership interest or membership in a qualified managed care plan, or prohibit DHS from participant in contracting decisions of DHS-affiliated physicians;

(2) Disclosing to any physician any financial or other competitively sensitive business information about any competing physician, except as is reasonably necessary for the operation of any qualified managed care plan, or requiring any physician to disclose any financial or other competitively sensitive business information about any payer or other competitor of DAIPA or HealthCare Partners; provided that, nothing in this Final Judgment shall prohibit the disclosure of information already generally available to the medical community or the public or the provision of information pursuant to the Antitrust Safety Zones delineated in the attached Statements 5 and 6 of the 1994 Statements of Enforcement Policy and Analytical Principles Relating to Health Care and Antitrust;

(3) Owning an interest in any organization (including DAIPA and HealthCare Partners) that, directly or through any agent or other third party, sets, or expresses views on, prices or other competitive terms and conditions or negotiates for competing physicians, regardless of whether those physicians are subcontracting physicians or owners or members of that organization, unless that organization is a qualified managed care plan and complies with Paragraphs IV (B)(1) and (B)(2) of the Final Judgment as if those Paragraphs applied to that organization; provided that, nothing in this Final Judgment shall prohibit owning an interest in an organization that acts as or uses a messenger model.

(C) DHS is enjoined from:

(1) Exercising its control over staff privileges with the purpose of reducing competition with DHS in any line of business, including managed care, outpatient surgery or radiology, and physician services; provided that nothing in this Final Judgment shall limit DHS's authority to make staff decisions for the purpose of assuring quality of care;

(2) Conditioning the provision of inpatient hospital services to individuals covered by any payer on:

(a) The purchase or use of DHS's utilization review program, any DHS qualified managed care plan, DHS's ancillary or outpatient services, or any physician's services unless such services are intrinsically related to the provision of acute inpatient care (as, for example, are radiology, anesthesiology, emergency room, and pathology services deemed to be for purposes of this Final Judgment where these services are performed in connection with an inpatient admission), or

(b) A contract or other agreement to deal through HealthCare Partners or any other organization; provided that, nothing in this Paragraph IV(C)(2) shall limit the terms and conditions on which DHS may contract with any payer pursuant to which DHS bears substantial financial risk for the delivery of the services or products identified in Subparagraphs (1) and (2); and

(3) Conditioning rates to any payer for inpatient hospital services on the exclusive use of DHS outpatient services, provided that nothing in this Paragraph IV(C)(3) shall (a) limit the terms and conditions on which DHS may contract with any payer pursuant to which DHS bears substantial financial risk for the delivery of outpatient services; or (b) prohibit DHS from entering into exclusive contracts that require payers to use DHS's outpatient services where rates for those services are not tied to discounts on inpatient rates.

v

Additional Provisions

(A) DAIPA and HealthCare Partners shall:

(1) Inform each participating physician annually in writing that the physician is free to contract separately with any payer on any terms, except with regard to physicians who have agreed to exclusivity in connection with an ownership interest or membership in a qualified managed care plan; and

(2) Notify in writing each payer with which HealthCare Partners currently has or is negotiating a contract, or which subsequently inquires about contracting with HealthCare Partners, that each provider on HealthCare Partners' provider panel is free to contract separately with such payer on any terms, without consultation with DAIPA or HealthCare Partners.

(B) DHS shall file with plaintiffs each year on the anniversary of the filing of the Complaint in this action a written report disclosing the rates for inpatient hospital services to any payer, including any plan affiliated with DHS, or in lieu of such a report, documents sufficient to disclose those rates for each payer (other than Medicare and Medicaid). Plaintiffs agree not to disclose this information unless in connection with a proceeding to enforce this Final Judgment or pursuant to a court or congressional order.

VI

Compliance Program

Each defendant shall maintain an antitrust compliance program (unless the defendant dissolves without any successors or assigns), 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 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 VI(A);

(C) Briefing annually in writing or orally those persons designated in Paragraphs VI (A) and (B) 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 (VI) (A) and
(B) annual written certifications that they (1) have read, understand, and agree to abide by this Final Judgment,
(2) understand that their noncompliance with this Final Judgment may result in conviction for criminal contempt of court and imprisonment and/or fine, and (3) have reported violations, if any, of this Final Judgment of which they are aware to counsel for the respective defendant; and

(E) Maintaining for inspection by plaintiffs a record of recipients to whom this Final Judgment and Competitive