

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

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UNITED STATES OF AMERICA,

Plaintiff,

v.

GREATER BRIDGEPORT INDIVIDUAL  
PRACTICE ASSOCIATION, INC.,

Defendant.

Civil Action No. 592CV00575 EBB

Filed: September 30, 1992

Entered: January 7, 1993

592CV00575 EBB

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FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint on September 30, 1992, and plaintiff and defendant, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any issue of fact or law;

Now, Therefore, before the taking of any testimony, and without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is hereby

Ordered, Adjudged and Decreed as follows:

I.

This Court has jurisdiction over the subject matter of this action and over the parties consenting to this Final Judgment. The Complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II.

As used in this Final Judgment:

(A) "GBIPA" means defendant Greater Bridgeport Individual Practice Association, Inc. and each of its directors, members of any committee responsible for negotiating a collective service agreement with any third-party payer, officers, representatives, agents, employees, successors, and assigns.

(B) "Physician" means a doctor of medicine or osteopathy.

(C) "Individual service agreement" means any agreement or contract, oral or written, directly between any physician and any third-party payer, that sets forth the terms, including compensation, under which a physician will provide covered services to covered persons. The term does not include a service agreement between GBIPA and any third-party payer or a physician agreement between GBIPA and any of its members.

(D) "Third-party payer" means any person or entity that reimburses for, purchases, or pays for health-care services provided to any other person and includes, but is not limited to, health-maintenance organizations, preferred-provider organizations, health-insurance companies, prepaid-hospital,

medical, or other health service plans such as Blue Shield and Blue Cross plans, government health-benefits programs, administrators of self-insured health-benefits programs, and employers or other entities providing self-insured health-benefits programs.

### III.

This Final Judgment shall apply to GBIPA and to all other persons (including GBIPA members) acting in concert or participation, with GBIPA, who receive actual notice of this Final Judgment by personal service or otherwise.

### IV.

GBIPA is enjoined from, directly or indirectly:

(A) Encouraging, facilitating, assisting or entering into any contract, agreement, understanding or practice among GBIPA physicians concerning

(1) not entering into, withdrawing from, or threatening not to enter into or to withdraw from any proposed or actual individual service agreement with any third-party payer; or

(2) any of the terms upon which they would enter into, not enter into, withdraw from, or threaten not to enter into or to withdraw from any proposed or actual individual service agreement with any third-party payer;

(B) Discussing, providing advice, or making recommendations to any GBIPA member physician concerning

(1) any of the terms contained in any proposed or actual individual service agreement with any third-party payer;

(2) entering into, not entering into, withdrawing from, or threatening not to enter into or to withdraw from any proposed or actual individual service agreement with any third-party payer; or

(3) that physician's or any other GBIPA member physician's intention or decision to enter into, not enter into, withdraw from, or threaten to not enter into or to withdraw from any proposed or actual individual service agreement with any third-party payer;

(C) Communicating to any third-party payer that any physician will or may not enter into or withdraw from any proposed or actual individual service agreement with any third-party payer;

(D) Encouraging, advocating, advising or recommending that any GBIPA member physician support GBIPA's negotiating position with any third-party payer that has offered individual service agreements to GBIPA member physicians; and

(E) Entering into any contract, agreement, understanding or practice

(1) to hold itself out or serve as an exclusive negotiating agent for GBIPA member physicians with any third-party payer; or

(2) that impedes or prohibits GBIPA member physicians from negotiating or entering into any proposed or actual individual service agreement with any third-party payer.

V.

Nothing in Section IV shall prohibit any person to whom this Final Judgment applies from engaging solely with any other member or employee of such person's partnership, professional corporation, or other bona fide group practice in activities otherwise prohibited by Section IV.

VI.

GBIPA is ordered to establish and maintain an antitrust compliance program that shall include at a minimum:

(A) Appointing a person, and any necessary successor, to coordinate compliance activities;

(B) Establishing, adopting, and maintaining a written statement setting forth GBIPA's policy regarding compliance with the antitrust laws and this Final Judgment;

(C) Distributing by certified mail, return-receipt requested, within 60 days of the entry of this Final Judgment, copies of this Final Judgment, the Complaint and Competitive Impact Statement in this matter and the policy statement required by Section VI(B) to each member and employee of GBIPA;

(D) Holding a briefing annually at a general membership meeting on the meaning and requirements of this Final Judgment and the antitrust laws;

(E) Providing a copy of this Final Judgment along with the Complaint and Competitive Impact Statement in this matter to each person joining GBIPA within 60 days of that person joining;

(F) Obtaining from each GBIPA director and officer an annual written certification that he or she: (1) has read, understands, and agrees to abide by the terms of this Final Judgment; (2) has been advised and understands that noncompliance with this Final Judgment may result in his or her conviction for criminal contempt of court and imprisonment and/or fine; and (3) is not aware of any violation of this Final Judgment;

(G) Maintaining for inspection by plaintiff a record of recipients to whom the Final Judgment has been distributed and from whom the certification required by Section VI(F) has been obtained; and

(H) Conducting an audit of its activities within 60 days from the entry of this Final Judgment, and annually thereafter, to determine compliance with this Final Judgment.

## VII.

(A) Within 75 days after the entry of this Final Judgment, GBIPA shall certify to plaintiff that it has appointed a person to coordinate compliance activities, whom it shall identify; that it has established and adopted a written antitrust compliance policy, and shall provide a copy of the policy to plaintiff; that it has distributed copies of this Final Judgment, the Complaint and Competitive Impact Statement, and

the policy statement, as required by Sections VI(A)-(C) above; and that it has conducted an audit of its activities; and

(B) For 10 years after the entry of this Final Judgment, on or before its anniversary date, GBIPA shall certify annually to plaintiff whether GBIPA has complied with the provisions of Sections VI(D)-(H) above.

#### VIII.

Nothing in this Final Judgment shall bar the United States from seeking, or the Court from imposing, against GBIPA or any person any other relief available under any applicable provision of law for violation of this Final Judgment.

#### IX.

(A) For the purpose of determining or securing compliance with this Final Judgment, and subject to any legally recognized privilege, from time to time, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable written notice to GBIPA be permitted:

(1) access during office hours of GBIPA, or its designated agent, to inspect and copy all records and documents in the possession or under the control of GBIPA, which may have counsel present, relating to any matters contained in this Final Judgment; and

(2) subject to the reasonable convenience of GBIPA, to interview GBIPA officers, employees and agents, who may have counsel present, regarding any such matters.

(B) Upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division made to GBIPA, and subject to any legally recognized privilege, GBIPA shall submit such written reports, under oath if requested, to plaintiff relating to any of the matters contained in this Final Judgment as may be requested.

(C) No information or documents obtained by the means provided in this Section IX shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

X.

Jurisdiction is retained by this Court to enable either of the parties to this Final Judgment, but no other person, to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or implementation of this Final Judgment, for the enforcement or modification of any of its provisions, and for the punishment of any violation hereof.

XI.

This Final Judgment shall expire ten (10) years from the date of entry.



XII.

PUBLIC INTEREST DETERMINATION

Entry of this Final Judgment is in the public interest.

DATED:

*Jan 7, 1993*

*John B. Lingo*

United States District Judge

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