
Concert, LLC

Antitrust Policy

I. Purpose.

The purpose of this Antitrust Policy is to establish guidelines to avoid a violation, or the appearance of a violation, of the federal or state Antitrust laws and it is designed to protect Concert, LLC ("CIN"), Participants, and its affiliates. CIN expects the Participants, their employees, directors, and agents to comply with relevant federal and state antitrust laws and regulations (the "Antitrust Laws"). Responsibility for compliance rests with each individual. If a Participant, its employees, directors, or agents fails to comply with the Antitrust Laws or the standards and requirements set forth in this Antitrust Policy, his, her or its conduct will be reviewed by the CIN's Board of Managers, which will recommend appropriate action, up to and including sanctions and/or termination.

This Antitrust Policy is only a summary of the most common issues under the Antitrust Laws and does not encompass all of a Participant's obligations under the Antitrust Laws. If a Participant has any question about whether a proposed action would violate the Antitrust Laws, that Participant should submit a written request to the Board of Managers requesting review of the proposed action. The Board of Managers will review any such request and the proposed action, consult with legal counsel, as appropriate, and provide a recommendation as to the Participant's proposed course of action.

CIN shall operate as a non-exclusive network meaning each Participant must be and is allowed to contract with Purchasers through entities other than CIN, including contracting individuals or through other clinically integrated networks or analogous collaborations.

II. Definitions.

A. "Clinical Integration" as defined in the 1996 Joint Statements of Antitrust Enforcement Policy in Health Care by the Federal Trade Commission and U.S. Department of Justice shall mean an active and ongoing program to evaluate and modify practice patterns by the network's physician participants and create a high degree of interdependence and cooperation among the physicians to control costs and ensure quality. This program may include: (1) establishing mechanisms to monitor and control utilization of health care services that are designed to control costs and assure quality of care; (2) selectively choosing network participants who are likely to further these efficiency objectives; and (3) the significant investment of capital, both monetary and human, in the necessary infrastructure and capability to realize the claimed efficiencies.

B. "Clinical Integration Program" shall mean the program of Clinical Integration developed, implemented, and operated by CIN on behalf of and in collaboration with CIN's Participants and Participating Practices.

C. "Covered Person" means any person who has entered into, or on whose behalf there has been entered into, an agreement with a Purchaser or CIN, for the provision to such person of Covered Services.

D. "Covered Services" means those health care services Covered Persons are entitled to receive under a Health Insurance Plan.

E. "Health Insurance Plan" means an agreement between a Purchaser and an association, employer, governmental body or individual specifying the terms and conditions under which Covered Services are to be provided to Covered Persons.

F. "Participant" shall mean a licensed medical doctor, doctor of osteopathy, and doctor of podiatric medicine. It is understood that advance practice registered nurses ("APRNs") and physician assistants ("PAs") shall also be deemed Participants when working under the supervision of or in collaboration with a participating medical doctor, doctor of osteopathy, or doctor of podiatric medicine in accordance with applicable Federal and state laws and regulations. Participants may also include such other providers as the CIN Board of Managers deems appropriate.

G. "Product" means a program offered and financed by CIN or Purchaser which utilizes Participants to render Covered Services to Covered Persons.

H. "Purchaser" means any individual, organization, firm, governmental entity or network,, including, but not limited to an insurance company, self-funded employer, health care facility, employee welfare benefit plan, employer coalition, health maintenance organization, preferred provider organization, multiple employer trust, union trust, or any other party responsible for providing payment or reimbursement for Covered Services to Covered Person

III. Policy.

A. General. CIN and its Participants shall avoid improper sharing of competitively sensitive information. Competitive concerns can arise when a clinically integrated network's operations lead to price-fixing or other collusion among its participants in their sale of competing services outside the clinically integrated network. For example, improper exchanges of prices or other competitively sensitive information among competing participants could facilitate collusion and reduce competition in the provision of services outside CIN, leading to increased prices or reduced quality or availability of health care services. CIN and its Participants should refrain from, and implement appropriate firewalls or other safeguards (including any technical, administrative or physical safeguards as appropriate) against conduct that may facilitate collusion among Participants in the sale of competing services outside CIN.

Depending on the circumstances, the conduct identified below may prevent Purchasers from obtaining lower prices and better quality services for their enrollees:

1. Preventing or discouraging Purchasers from directing or incentivizing patients to choose certain providers, including providers that do not participate in CIN, through “anti-steering,” “anti-tiering,” “guaranteed inclusion,” “most-favored-nation,” or similar contractual clauses or provisions.
 2. Tying sales (either explicitly or implicitly through pricing policies) of CIN’s services to the Purchaser’s purchase of other services from providers outside CIN (and vice versa), including providers affiliated with a CIN Participant (e.g., CIN should not require a Purchaser to contract with *all* of the hospitals under common ownership with a hospital that participates in CIN).
 3. Contracting on an exclusive basis with CIN physicians, hospitals, ambulatory surgery centers (ASCs), or other providers, thereby preventing or discouraging those providers from contracting with Purchasers outside CIN, either individually or through other CIN’s or analogous collaborations.
 4. Restricting a private Purchaser’s ability to make available to its health plan enrollees cost, quality, efficiency, and performance information to aide enrollees in evaluating and selecting providers in the health plan, if that information is similar to the cost, quality, efficiency and performance measures used in the Clinical Integration Program.
- B. Prohibited Conduct. As prohibited by applicable law, Participants shall not engage in the following conduct:
1. Participants shall not share information about fees or fee-related terms offered by Purchasers (including, without limitation, information relating to fee schedules) with any other Participant.
 2. Participants shall not discuss other competitive terms with any other Participants at a CIN meeting or function, or via any CIN communication, except when specifically requested by CIN.
 3. Participants shall not discuss, coordinate or enter into any agreements with another Participant with respect to setting fees or fee related terms offered to and negotiated with Purchasers outside of CIN.
 4. Participants shall not share with CIN or any other Participants any fee or fee related terms such Participant proposes to offer to any Purchaser outside of CIN.
 5. Participants shall not agree with or attempt to agree with any other Participants not to deal with any Purchaser.

6. Participants shall not agree or attempt to agree with any other Participants to restrict in any way the services provided, geographic areas covered, persons treated, or participation with any Purchaser.
7. Participants shall not tell a Purchaser that they only contract through CIN. CIN is a non-exclusive organization; therefore, a Participant shall not refuse to contract with the Purchaser because Purchaser chose not to contract with CIN. When approached by a Purchaser for a direct contract, the Participant should determine individually whether to accept or reject the Purchaser's offer based on what is in the best interest of that Participant.