

UNITED STATES OF AMERICA  
BEFORE FEDERAL TRADE COMMISSION

COMMISSIONERS: Deborah Platt Majoras, Chairman  
Pamela Jones Harbour  
Jon Leibowitz  
William E. Kovacic  
J. Thomas Rosch

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In the Matter of )  
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)  
New Century Health Quality Alliance, Inc., )  
a corporation, and )  
Prime Care of Northeast Kansas, L.L.C., )  
a limited liability company, )  
)  
and )  
)  
Elizabeth Gallup, M.D., J.D., )  
Steven Buie, M.D., )  
Thomas Allen, M.D., and )  
G. Robert Powers, M.D., )  
individuals, )  
)  
and )  
)  
Associates in Family Medicine, P.A., )  
Briarcliff Medical Associates, P.C., )  
College Park Family Care Center, P.A., )  
Family Health Group, Chartered, )  
Family Medical Group, P.A., )  
Hickman Mills Clinic, Inc., )  
Kanza Multispecialty Group, P.A., )  
Landmark Medical Center, Inc., )  
Michael E. Monaco, M.D., d/b/a )  
Select Healthcare, P.A., )  
Kenneth Norton, M.D., P.A., )  
Overland Park Family Health Partners, P.A., )  
Quivera Internal Medicine, L.L.C., )  
Seaport Family Practice, P.C., )  
Shawnee Family Care, P.A., )  
Statland Clinic Ltd., )  
Sunflower Medical Group, P.A., )  
United Medical Group, L.L.C., and )  
Kimberly M. Wirths, M.D., P.A. )

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Docket No. C -

## **DECISION AND ORDER**

The Federal Trade Commission (“Commission”), having initiated an investigation of certain acts and practices of New Century Health Quality Alliance, Inc. (“New Century”), Prime Care of Northeast Kansas, L.L.C. (“Prime Care”), Elizabeth Gallup, M.D., J.D., Steven Buie, M.D., Thomas Allen, M.D., G. Robert Powers, M.D., Associates in Family Medicine, P.A., Briarcliff Medical Associates, P.C., College Park Family Care Center, P.A., Family Health Group, Chartered, Family Medical Group, P.A., Hickman Mills Clinic, Inc., Kanza Multispecialty Group, P.A., Landmark Medical Center, Inc., Michael E. Monaco, M.D., d/b/a Select Healthcare, P.A., Kenneth Norton, M.D., P.A., Overland Park Family Health Partners, P.A., Quivera Internal Medicine, L.L.C., Seaport Family Practice, P.C., Shawnee Family Care, P.A., Statland Clinic Ltd., Sunflower Medical Group, P.A., United Medical Group, L.L.C., and Kimberly M. Wirths, M.D., P.A. (hereinafter collectively referred to as “Respondents”), and Respondents having been furnished thereafter with a copy of the draft of Complaint that counsel for the Commission proposed to present to the Commission for its consideration and which, if issued, would charge Respondents with violations of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorney, and counsel for the Commission having thereafter executed an Agreement Containing Consent Order to Cease and Desist (“Consent Agreement”), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission’s Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated said Act, and that a Complaint should issue stating its charges in that respect, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues its Complaint, makes the following jurisdictional findings, and issues the following Order:

1. Respondent New Century is a not-for-profit corporation, organized, existing, and doing business as an independent practice association (“IPA”) under and by virtue of the laws of the State of Kansas, and its principal address is 5799 Broadmoor, Suite 104, Mission, Kansas 66202.
2. Respondent Prime Care is a for-profit limited liability company, organized, existing, and doing business as an IPA under and by virtue of the laws of the State of Kansas, and its principal address is 5799 Broadmoor, Suite 104, Mission, Kansas 66202.
3. Respondent Elizabeth Gallup, M.D., J.D., an individual, is New Century’s President. Her principal address is 236 Arapahoe Circle, East, Lake Quivera, Kansas 66217.

4. Respondent Steven Buie, M.D., an individual, was New Century's Chairman of the Board from 1999 through 2004. His principal address is 11201 Colorado Avenue, Kansas City, Missouri 64137.
5. Respondent Thomas Allen, M.D., an individual, is New Century's current Chairman of the Board. His principal address is 4601 W. 109<sup>th</sup> Street, #212, Overland Park, Kansas 66211.
6. Respondent G. Robert Powers, M.D., an individual, is Prime Care's Chairman of the Board. His principal address is 2040 Hutton, #102, Kansas City, Kansas 66109.
7. Respondent Associates in Family Medicine, P.A., is a Medical Group Practice that participates in Respondent Prime Care. Its principal address is 8940 State Avenue, Kansas City, Kansas 66112.
8. Respondent Briarcliff Medical Associates, P.C., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 5400 North Oak Trfwy., Suite 200, Kansas City, Missouri 64118.
9. Respondent College Park Family Care Center, P.A., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 11755 West 112<sup>th</sup> Street, Overland Park, Kansas 66210.
10. Respondent Family Health Group, Chartered, is a Medical Group Practice that participates in Respondent New Century. Its principal address is 12330 Metcalf, Suite 500, Overland Park, Kansas 66213.
11. Respondent Family Medical Group, P.A., is a Medical Group Practice that participates in Respondent Prime Care. Its principal address is 8101 Parallel Parkway, Suite 100, Kansas City, Kansas 66112.
12. Respondent Hickman Mills Clinic, Inc., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 11201 Colorado Avenue, Kansas City, Missouri 64137.
13. Respondent Kanza Multispecialty Group, P.A., is a Medical Group Practice that participates in Respondent Prime Care. Its principal address is 1428 South 32nd, Kansas City, Kansas 66106.
14. Respondent Landmark Medical Center, Inc., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 8800 N.W. 112<sup>th</sup> Street, Kansas City, Missouri 64153.
15. Respondent Michael E Monaco, M.D., d/b/a Select Healthcare, P.A., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 5701 West 119<sup>th</sup> Street, Suite 345, Overland Park, Kansas 66209.

16. Respondent Kenneth Norton, M.D., P.A. is a Medical Group Practice that participates in Respondent New Century. Its principal address is 8901 West 74<sup>th</sup> Street, Suite 333, Shawnee Mission, Kansas 66204.
17. Respondent Overland Park Family Health Partners, P.A., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 6740 West 121<sup>st</sup> Street, Overland Park, Kansas 66209.
18. Respondent Quivera Internal Medicine, L.L.C., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 10601 Quivera Road, Suite 210, Overland Park, Kansas 66215.
19. Respondent Seaport Family Practice, P.C., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 140 Westwoods Drive, Liberty, Missouri 64068.
20. Respondent Shawnee Family Care, P.A., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 5949 Nieman, Shawnee, Kansas 66203.
21. Respondent Statland Clinic, Ltd., is a Medical Group Practice that participates in Respondent Prime Care. Its principal address is 5701 West 119<sup>th</sup> Street, Suite 240, Overland Park, Kansas 66209.
22. Respondent Sunflower Medical Group, P.A., is a Medical Group Practice that participates in Respondent New Century. Its principal address is 5555 West 58<sup>th</sup> Street, Mission, Kansas 66202.
23. Respondent United Medical Group, L.L.C., is a Medical Group Practice that participates in Respondent Prime Care. Its principal address is 5701 State Avenue, Suite 100, Kansas City, Kansas 66102.
24. Respondent Kimberly M. Wirths, M.D., P.A., is a Medical Group practice that participates in Respondent New Century. Its principal address is 8675 College Boulevard, Suite 100, Overland Park, Kansas 66210.
25. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondents, and the proceeding is in the public interest.

## **ORDER**

### **I.**

**IT IS ORDERED** that, as used in this Order, the following definitions shall apply:

- A. “Respondent New Century” means New Century Health Quality Alliance, Inc., its officers, directors, employees, agents, attorneys, representatives, successors, and

assigns; and the subsidiaries, divisions, groups, and affiliates controlled by it, and the respective officers, directors, employees, agents, attorneys, representatives, successors, and assigns of each.

- B. “Respondent Prime Care” means Prime Care of Northeast Kansas, L.L.C., its officers, directors, employees, agents, attorneys, representatives, successors, and assigns; and the subsidiaries, divisions, groups, and affiliates controlled by it, and the respective officers, directors, employees, agents, attorneys, representatives, successors, and assigns of each.
- C. “Respondent IPAs” means Respondent New Century and Respondent Prime Care, each of which is a “Respondent IPA”.
- D. “Respondent Gallup” means Elizabeth Gallup, M.D., J.D.
- E. “Respondent Buie” means Steven Buie, M.D.
- F. “Respondent Allen” means Thomas Allen, M.D.
- G. “Respondent Powers” means G. Robert Powers, M.D.
- H. “Respondent Officials” means Respondent Gallup, Respondent Buie, Respondent Allen, and Respondent Powers.
- I. “Physician Practice Respondents” means Respondent Associates in Family Medicine, P.A., Respondent Briarcliff Medical Associates, P.C., Respondent College Park Family Care Center, P.A., Respondent Family Health Group Chartered, Respondent Family Medical Group, P.A., Respondent Hickman Mills Clinic, Inc., Respondent Kanza Multispecialty Group, P.A., Respondent Landmark Medical Center, Inc., Respondent Michael E. Monaco, M.D., d/b/a Select Healthcare, P.A., Respondent Kenneth Norton, M.D., P.A., Respondent Overland Park Family Health Partners, P.A., Respondent Quivera Internal Medicine, L.L.C., Respondent Seaport Family Practice, P.C., Respondent Shawnee Family Care, P.A., Respondent Statland Clinic Ltd., Respondent Sunflower Medical Group, P.A., Respondent United Medical Group, L.L.C., and Respondent Kimberly M. Wirths, M.D., P.A.
- J. “Respondents” means Respondent IPAs, Respondent Officials, and Physician Practice Respondents.
- K. “Medical group practice” means a bona fide, integrated firm in which physicians practice medicine together as partners, shareholders, owners, members, or employees, or in which only one physician practices medicine.
- L. “Participate” in an entity means (1) to be a partner, shareholder, owner, member, or employee of such entity, or (2) to provide services, agree to provide services, or offer to provide services to a payor through such entity. This definition applies to

all tenses and forms of the word “participate,” including, but not limited to, “participating,” “participated,” and “participation.”

- M. “Payor” means any person that pays, or arranges for payment, for all or any part of any physician services for itself or for any other person, as well as any person that develops, leases, or sells access to networks of physicians.
- N. “Person” means both natural persons and artificial persons, including, but not limited to, corporations, unincorporated entities, and governments.
- O. “Physician” means a doctor of allopathic medicine (“M.D.”) or a doctor of osteopathic medicine (“D.O.”).
- P. “Principal address” means either (1) primary business address, if there is a business address, or (2) primary residential address, if there is no business address.
- Q. “Qualified clinically-integrated joint arrangement” means an arrangement to provide physician services in which:
  - 1. all physicians who participate in the arrangement participate in active and ongoing programs of the arrangement to evaluate and modify the practice patterns of, and create a high degree of interdependence and cooperation among, the physicians who participate in the arrangement, in order to control costs and ensure the quality of services provided through the arrangement; and
  - 2. any agreement concerning price or other terms or conditions of dealing entered into by or within the arrangement is reasonably necessary to obtain significant efficiencies that result from such integration through the arrangement.
- R. “Qualified risk-sharing joint arrangement” means an arrangement to provide physician services in which:
  - 1. all physicians who participate in the arrangement share substantial financial risk through their participation in the arrangement and thereby create incentives for the physicians who participate jointly to control costs and improve quality by managing the provision of physician services such as risk-sharing involving:
    - a. the provision of physician services at a capitated rate,
    - b. the provision of physician services for a predetermined percentage of premium or revenue from payors,

- c. the use of significant financial incentives (*e.g.*, substantial withholds) for physicians who participate to achieve, as a group, specified cost-containment goals, or
  - d. the provision of a complex or extended course of treatment that requires the substantial coordination of care by physicians in different specialties offering a complementary mix of services, for a fixed, predetermined price, when the costs of that course of treatment for any individual patient can vary greatly due to the individual patient's condition, the choice, complexity, or length of treatment, or other factors; and
2. any agreement concerning price or other terms or conditions of dealing entered into by or within the arrangement is reasonably necessary to obtain significant efficiencies that result from such integration through the arrangement.

## II.

**IT IS FURTHER ORDERED** that Respondents, directly or indirectly, or through any corporate or other device, in connection with the provision of physician services in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, cease and desist from:

- A. Entering into, adhering to, participating in, maintaining, organizing, implementing, enforcing, or otherwise facilitating any combination, conspiracy, agreement, or understanding between or among any physicians with respect to their provision of physician services:
  - 1. To negotiate on behalf of any physician with any payor;
  - 2. To deal, refuse to deal, or threaten to refuse to deal with any payor;
  - 3. Regarding any term, condition, or requirement upon which any physician deals, or is willing to deal, with any payor, including, but not limited to, price terms; or
  - 4. Not to deal individually with any payor, or not to deal with any payor other than through Respondent New Century or Respondent Prime Care;
- B. Exchanging or facilitating in any manner the exchange or transfer of information among physicians concerning any physician's willingness to deal with a payor, or the terms or conditions, including price terms, on which the physician is willing to deal with a payor;
- C. Attempting to engage in any action prohibited by Paragraphs II.A or II.B above; and

- D. Encouraging, suggesting, advising, pressuring, inducing, or attempting to induce any person to engage in any action that would be prohibited by Paragraphs II.A through II.C above.

**PROVIDED, HOWEVER,** that nothing in this Paragraph II shall prohibit any agreement or conduct involving any Respondent: (a) that subject to the requirements of Paragraph IV of this Order, is reasonably necessary to form, participate in, or take any action in furtherance of, a qualified risk-sharing joint arrangement or a qualified clinically-integrated joint arrangement, so long as such qualified joint arrangement does not restrict the ability of, or facilitate the refusal of, physicians who participate in it to deal with payors on an individual basis or through any other arrangement; or (b) where such agreement or conduct solely involves physicians in the same medical group practice.

### III.

**IT IS FURTHER ORDERED** that, for three (3) years after the date this Order becomes final, for any arrangement under which a Respondent IPA would act as an agent, or as a messenger, on behalf of any physician or any medical group practice with any payor regarding contracts, the Respondent IPA proposing to enter into such arrangement shall notify the Secretary of the Commission in writing (“Paragraph III Notification”) at least sixty (60) days prior to entering into the arrangement for which Paragraph III Notification is required. The Paragraph III Notification shall include the number of proposed physician participants in the proposed arrangement; the proposed geographic area in which the proposed arrangement would operate; a copy of any proposed physician participation agreement; a description of the proposed arrangement’s purpose and function; a description of any resulting efficiencies expected to be obtained through the proposed arrangement; and a description of procedures to be implemented to limit possible anticompetitive effects of the proposed arrangement, such as those prohibited by this Order. If, within fifteen (15) days from the date of the Commission’s receipt of the Paragraph III Notification, a representative of the Commission makes a written request for additional information to the Respondent IPA that provided the Paragraph III Notification then that Respondent IPA shall not enter into the arrangement described in the Paragraph III Notification prior to the expiration of sixty (60) days after substantially complying with such request.

**PROVIDED, HOWEVER,** that written confirmation reducing the applicable waiting period may be granted, upon request to the Bureau of Competition. The expiration of any waiting period described herein without a request for additional information or without the initiation of an enforcement proceeding shall not be construed as a determination by the Commission, or its staff, that a violation of the law, or of this Order, may not have occurred.

Receipt by the Commission of any Paragraph III Notification is not to be construed as a determination by the Commission that any action described in such Paragraph III Notification does or does not violate this Order or any law enforced by the Commission.



#### IV.

**IT IS FURTHER ORDERED** that for three (3) years from the date this Order becomes final, pursuant to each qualified clinically-integrated joint arrangement or qualified risk-sharing joint arrangement (referred to in this Paragraph IV as “Arrangement”) in which any Respondent is a participant, that Respondent participant shall notify the Secretary of the Commission in writing (“Paragraph IV Notification”) at least sixty (60) days prior to:

- A. Participating in, organizing, or facilitating any discussion or understanding with or among any physicians or medical group practices in such Arrangement relating to price or other terms or conditions of dealing with any payor; or
- B. Contacting a payor, pursuant to an Arrangement to negotiate or enter into any agreement concerning price or other terms or conditions of dealing with any payor, on behalf of any physician or medical group practice in such Arrangement.

**PROVIDED FURTHER**, Paragraph IV Notification shall include the following information regarding the Arrangement pursuant to which Respondent intends to engage in the above identified conduct:

- a. the total number of physicians and the number of physicians in each specialty participating in the Arrangement;
- b. a description of the Arrangement, including its purpose and geographic area of operation;
- c. a description of the nature and extent of the integration and the efficiencies resulting from the Arrangement;
- d. an explanation of the relationship of any agreement on prices, or contract terms related to price, to furthering the integration and achieving the efficiencies of the Arrangement;
- e. a description of any procedures proposed to be implemented to limit possible anticompetitive effects resulting from the Arrangement or its activities; and
- f. all studies, analyses, and reports that were prepared for the purpose of evaluating or analyzing competition for physician services in any relevant market, including, but not limited to, the market share of physician services in any relevant market.

***Provided, however***, that any Physician Practice Respondent or any Respondent Official, who is participating in an Arrangement solely as participant in a Physician Practice Respondent, may, upon written affirmation, exclude from his, her, or its Paragraph IV Notification any information that is not known by such Physician Practice Respondent or such Respondent Official.

**PROVIDED FURTHER** if, within sixty (60) days from the Commission's receipt of the Paragraph IV Notification, a representative of the Commission makes a written request for additional information to the Respondent that provided that Paragraph IV Notification, that Respondent shall not engage in any conduct described in Paragraph IV.A or Paragraph IV.B of this Order prior to the expiration of thirty (30) days after substantially complying with such request for additional information, or such shorter waiting period as may be granted in writing from the Bureau of Competition. The expiration of any waiting period described herein without a request for additional information shall not be construed as a determination by the Commission, or its staff, that a violation of the law, or of this Order, may not have occurred. In addition, the absence of notice that the Arrangement has been rejected, regardless of a request for additional information, shall not be construed as a determination by the Commission, or its staff, that the Arrangement has been approved. Further, receipt by the Commission of any Paragraph IV Notification regarding activity pursuant to an Arrangement is not to be construed as a determination by the Commission that any such Arrangement does or does not violate this Order or any law enforced by the Commission;

**PROVIDED, FURTHER,** that Paragraph IV Notification shall not be required prior to engaging in any activity described at Paragraph IV.A or Paragraph IV.B of the Order pursuant to any Arrangement for which Paragraph IV Notification has previously been given.

## V.

**IT IS FURTHER ORDERED** that, for three (3) years from the date this Order becomes final, Respondent Officials, directly or indirectly, or through any corporate or other device, in connection with the provision of physician services in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, cease and desist from:

- A. Negotiating, or acting as an agent or messenger, on behalf of any physician or any medical group practice that participates or has participated in either Respondent IPA with any payor, notwithstanding whether such conduct also is prohibited by Paragraph II of this Order; and
- B. Advising any physician or medical group practice that participates, or has participated, in either Respondent New Century or Respondent Prime Care, to accept or reject any contract, offer, contract term, condition, or requirement of dealing with any payor, notwithstanding whether such conduct also is prohibited by Paragraph II of this Order.

**PROVIDED, HOWEVER,** that nothing in this Paragraph V shall prohibit a Respondent Official from: (a) subject to the requirements of Paragraph IV of this Order, forming, participating in, or taking any action in furtherance of a qualified risk-sharing joint arrangement or qualified clinically-integrated joint arrangement so long as such qualified joint arrangement does not restrict the ability or facilitate the refusal of physicians who participate in it to deal with payors on an individual basis or through any other arrangement; or (b) any activity that solely involves physicians in a medical group practice in which the Respondent Official participates.

## VI.

**IT IS FURTHER ORDERED** that each Respondent IPA shall:

- A. Within thirty (30) days after the date on which this Order becomes final:
1. send by first-class mail with delivery confirmation or electronic mail with return confirmation, a copy of this Order and the Complaint to:
    - a. every physician who participates, or has participated, in Respondent IPA at any time since January 1, 2000; and
    - b. each current officer, director, manager, and employee of Respondent IPA; and
  2. send by first-class mail, return receipt requested, a copy of this Order and the Complaint to the chief executive officer of each payor that has contracted with Respondent IPA for the provision of physician services at any time since January 1, 2000;
- B. For three (3) years from the date this Order becomes final:
1. Distribute by first-class mail, return receipt requested, a copy of this Order and the Complaint to:
    - a. each physician who begins participating in Respondent IPA, and who did not previously receive a copy of this Order and the Complaint from such Respondent IPA, within thirty (30) days of the time that such participation begins;
    - b. each payor who contracts with Respondent IPA for the provision of physician services, and who did not previously receive a copy of this Order and the Complaint from such Respondent IPA, within thirty (30) days of the time that such payor enters into such contract; and
    - c. each person who becomes an officer, director, manager, or employee of Respondent IPA, and who did not previously receive a copy of this Order and the Complaint from Respondent IPA, within thirty (30) days of the time that he or she assumes such position with such Respondent IPA; and
  2. Annually publish in an official annual report or newsletter sent to all physicians who participate in Respondent IPA, a copy of this Order and the Complaint with such prominence as is given to regularly featured articles.

- C. Notify the Commission at least thirty (30) days prior to any proposed:
  - (1) dissolution of Respondent IPA; (2) acquisition, merger or consolidation of Respondent IPA; or (3) other change in Respondent IPA that may affect compliance obligations arising out of this Order, including but not limited to assignment, the creation or dissolution of subsidiaries, or any other change in Respondent IPA; and
- D. File verified written reports within sixty (60) days from the date this Order becomes final, annually thereafter for three (3) years on the anniversary of the date this Order becomes final, and at such other times as the Commission may by written notice require. Each report shall include:
  - 1. a detailed description of the manner and form in which the Respondent IPA has complied and is complying with this Order;
  - 2. the name, address, and telephone number of each payor with which the Respondent IPA has had any contact; and
  - 3. copies of the delivery confirmations or electronic mail with return confirmations required by Paragraph VI.A.1, and copies of the signed return receipts required by Paragraphs VI.A.2 and VI.B.1.

## VII.

**IT IS FURTHER ORDERED** that each Respondent Official shall file a verified written report within ninety (90) days from the date this Order becomes final, annually thereafter for three (3) years on the anniversary of the date this Order becomes final, and at such other times as the Commission may by written notice require. Each report shall include a detailed description of the manner and form in which the Respondent Official filing the report has complied and is complying with this Order.

## VIII.

**IT IS FURTHER ORDERED** that each Physician Practice Respondent shall:

- A. Within thirty (30) days from the date that this Order becomes final send by first-class mail, return receipt requested, to each physician who participates in such Physician Practice Respondent a copy of the notice specified in Appendix A to this Order;
- B. File a verified written report within ninety (90) days from the date this Order becomes final and at such other times as the Commission may by written notice require. Each report shall include:
  - 1. a detailed description of the manner and form in which the Physician Practice Respondent has complied and is complying with this Order; and

2. copies of the signed return receipts required by Paragraph VIII.A of this Order; and
- C. Notify the Commission at least thirty (30) days prior to any proposed change in the Physician Practice Respondent that may affect compliance obligations arising out of this Order.

**IX.**

**IT IS FURTHER ORDERED** that, for three (3) years from the date this Order becomes final, each Respondent shall notify the Commission of any change in his, her, or its respective principal address within twenty (20) days of such change in address.

**X.**

**IT IS FURTHER ORDERED** that, for the purpose of determining or securing compliance with this Order:

- A. Each Respondent shall permit any duly authorized representative of the Commission access, during office hours and in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda, calendars, and other records and documents in the possession, or under the control, of such Respondent relating to any matter contained in this Order; and
- B. Upon five (5) days' notice:
  1. Each Respondent IPA and each Physician Practice Respondent, in the presence of counsel and without restraint or interference, permit any duly authorized representative of the Commission to interview its officers, directors, employees, agents or representatives, or any participant in any Physician Practice Respondent; and
  2. Each Respondent Official shall, in the presence of counsel and without restraint or interference, permit any duly authorized representative of the Commission to interview him or her.

**XI.**

**IT IS FURTHER ORDERED** that this Order shall terminate twenty (20) years from the date it becomes final.

By the Commission.

Donald S. Clark  
Secretary

SEAL  
ISSUED: