

- a. any further procedural steps;
 - b. the requirement that the Commission's Decision and Order ("Order"), attached hereto and made a part hereof, contain a statement of findings of fact and conclusions of law;
 - c. all rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered pursuant to this Consent Agreement; and
 - d. any claim under the Equal Access to Justice Act.
4. This Consent Agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this Consent Agreement is accepted by the Commission, then it, together with the draft of Complaint contemplated thereby, will be placed on the public record for a period of thirty (30) days and information with respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify the Proposed Respondent, in which event it will take such action as it may consider appropriate, or issue and serve its Complaint (in such form as the circumstances may require) and Order, in disposition of the proceeding.
 5. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondent that the law has been violated as alleged in the draft of Complaint here attached, or that the facts as alleged in the draft Complaint, other than jurisdictional facts, are true.
 6. This Consent Agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondent: (1) issue its Complaint corresponding in form and substance with the draft Complaint here attached; (2) issue and serve its order to cease and desist in disposition of the proceeding; and (3) make information public with respect thereto. When so entered, the Order shall have the same force and effect, and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The Order shall become final upon service. Delivery of the Complaint and the Order to Proposed Respondent by any means specified in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), shall constitute service. Proposed Respondent waives any right it may have to any other manner of service. The Complaint may be used in construing the terms of the Order, and no agreement, understanding, representation, or interpretation not contained in the Order or the Consent Agreement may be used to vary or contradict the terms of the Order.
 7. Proposed Respondent has read the draft of the Complaint and the Order contemplated hereby. By signing this Consent Agreement, Proposed Respondent represents that the full relief contemplated by this Consent Agreement can be accomplished. Proposed Respondent understands that once the Order has been issued, it will be required to file one or more compliance reports showing that it has fully complied with the Order. Proposed Respondent

agrees to comply with Paragraphs II and III of the draft Decision and Order from the date it signs this Consent Agreement. Proposed Respondent further understands that it may be liable for civil penalties in the amount provided by law for each violation of the Order after the Order becomes final.

Memorial Hermann Health Network Providers,
a corporation.

By _____

President of Memorial Hermann Health Network
Providers

Signed this ____ day of _____, 2003.

Fulbright & Jaworski L.L.P., counsel for Memorial
Hermann Health Network Providers.

By _____

Daniel L. Wellington
Attorney

FEDERAL TRADE COMMISSION

BY: _____

Alan B. Loughnan
Attorney

Barbara Anthony
Regional Director
Northeast Region

D. Bruce Hoffman

Associate Director
Bureau of Competition

Susan A. Creighton
Director
Bureau of Competition
Federal Trade Commission