



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 Decision 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Consent Agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondent, (1)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 of Complaint here attached and the Decision and Order in disposition of the proceeding and (2) make information public with respect thereto. When so entered, the Decision and 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 Decision and Order shall become final upon service. Delivery of the Complaint and the Decision and 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 Decision and Order, and no agreement, understanding, representation, or interpretation not contained in the Decision and Order or the Consent Agreement may be used to vary or contradict the terms of the Decision and Order.
7. Proposed Respondent has read the draft of the Complaint and the Decision and 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 Decision and Order has been issued, it will be required to file one or more compliance reports showing that it has fully complied with the Decision and Order. Proposed Respondent agrees to comply with Paragraph II of the draft Decision and Order from the date it signs this Consent Agreement. Proposed Respondent represents that, if a payor exercises its right to terminate its preexisting contract pursuant to Paragraph V.C of the Decision and Order, that Proposed Respondent has the authority to terminate that contract without obtaining the consent of any person, including, but not limited, to any member of Proposed Respondent. Proposed Respondent further understands that it may be liable for civil penalties in the amount provided by law for each violation of the Decision and Order after the Decision and Order becomes final.

**PREFERRED HEALTH SERVICES, INC.,**

a corporation.

By: \_\_\_\_\_  
Paul Hovey, as Executive Director of Preferred  
Health Services, Inc.  
Signed this \_\_\_\_ day of, \_\_\_\_\_, 2004

\_\_\_\_\_  
Mike Cowie, Counsel for Preferred Health Services,  
Inc.  
Signed this \_\_\_\_ day of, \_\_\_\_\_, 2004

**FEDERAL TRADE COMMISSION**

By: \_\_\_\_\_  
Steve Vieux  
Melea Greenfeld  
Karan Singh  
Attorneys

**APPROVED:**

\_\_\_\_\_  
David R. Pender  
Deputy Assistant Director  
Federal Trade Commission

\_\_\_\_\_  
Jeffrey W. Brennan  
Assistant Director  
Federal Trade Commission

\_\_\_\_\_  
Susan A. Creighton  
Director  
Bureau of Competition  
Federal Trade Commission