

**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** )  
 )  
**Advocate Health Partners,** )  
    **a corporation,** )  
**Advocate Bethany Health Partners,** )  
    **a corporation,** )  
**Advocate Christ Hospital Health Partners,** )  
    **a corporation,** )  
**Advocate Good Samaritan Health Partners, Ltd.,** )  
    **a corporation,** )  
**Advocate Good Shepherd Health Partners, Ltd.,** )      **File No. 031-0021**  
    **a corporation,** )  
**Advocate Health Centers, Inc.,** )  
    **a corporation,** )  
**Advocate Illinois Masonic Health Partners,** )  
    **a corporation,** )  
**Advocate Lutheran General Health Partners, Inc.,** )  
    **a corporation,** )  
**Advocate-South Suburban Health Partners,** )  
    **a corporation,** )  
**Advocate Trinity Health Partners,** )  
    **a corporation, and** )  
**Dreyer Clinic, Inc.,** )  
    **a corporation.** )

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**AGREEMENT CONTAINING CONSENT ORDER TO CEASE AND DESIST**

The Federal Trade Commission (“Commission”), having initiated an investigation of certain acts and practices of Advocate Health Partners, Advocate Bethany Health Partners, Advocate Christ Hospital Health Partners, Advocate Good Samaritan Health Partners, Ltd., Advocate Good Shepherd Health Partners, Ltd., Advocate Health Centers, Inc., Advocate Illinois Masonic Health Partners, Advocate Lutheran General Health Partners, Inc., Advocate-South Suburban Health Partners, Advocate Trinity Health Partners, and Dreyer Clinic, Inc., hereinafter referred to as “Proposed Respondents,” and it now appearing that Proposed Respondents are willing to enter into an Agreement Containing Consent Order to Cease and Desist (“Consent Agreement”) from certain acts and practices, and providing for other relief,

**IT IS HEREBY AGREED** by and between Proposed Respondents and their attorney, and counsel for the Commission that:

1. Proposed Respondent Advocate Health Partners is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
2. Proposed Respondent Advocate Bethany Health Partners is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
3. Proposed Respondent Advocate Christ Hospital Health Partners is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
4. Proposed Respondent Advocate Good Samaritan Health Partners, Ltd. is a for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
5. Proposed Respondent Advocate Good Shepherd Health Partners, Ltd. is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
6. Proposed Respondent Advocate Health Centers, Inc. is a for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at 2545 S. Dr. Martin Luther King Drive, Chicago, IL 60616.
7. Proposed Respondent Advocate Illinois Masonic Health Partners is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
8. Proposed Respondent Advocate Lutheran General Health Partners, Inc. is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
9. Proposed Respondent Advocate-South Suburban Health Partners is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.

10. Proposed Respondent Advocate Trinity Health Partners is a not-for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at c/o Health Partners Operations - Advocate Health Partners, 1661 Feehanville, Suite 200, Mount Prospect, IL 60058.
11. Proposed Respondent Dreyer Clinic, Inc. is a for-profit corporation, organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its principal address at 1877 West Downer Place, Aurora, IL 60506.
12. Proposed Respondents admit all the jurisdictional facts set forth in the draft of Complaint here attached.
13. Proposed Respondents waive:
  - a. any further procedural steps;
  - b. the requirement that the Commission's Decision and 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 Decision and Order entered pursuant to this Consent Agreement; and
  - d. any claim under the Equal Access to Justice Act.
14. 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 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 Respondents, 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.
15. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondents 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.
16. 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 Respondents, (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 Respondents by any means specified in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), shall constitute service. Proposed Respondents waive any right they 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.

17. Proposed Respondents have read the draft of the Complaint and the Decision and Order contemplated hereby. By signing this Consent Agreement, Proposed Respondents represent that the full relief contemplated by this Consent Agreement can be accomplished. Proposed Respondents understand that once the Decision and Order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the Decision and Order. Proposed Respondents agree to comply with Paragraphs II., III., and IV. of the draft Decision and Order from the date they sign this Consent Agreement. Proposed Respondents represent that, if a payor exercises its right to terminate its preexisting contract pursuant to Paragraph V.B. of the Decision and Order, that Proposed Respondents have the authority to terminate that contract without obtaining the consent of any person, including, but not limited, to any member of Proposed Respondents. Proposed Respondents represent that the data contained on the six discs provided to Commission staff by letter dated June 30, 2006 represent the AHP Clinical Integration Program Database, the AHP Provider Relations Database, and the AHP Annual Clinical Integration Incentive Distribution Report referred to, respectively, at Paragraphs 1.a., 1.b., and 1.c. of Appendix 3 to the Order. Proposed Respondents further understand that they 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.

**Advocate Health Partners,**  
a corporation.

By: \_\_\_\_\_  
Lee B. Sacks, M.D.  
President  
Advocate Health Partners  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Bethany Health Partners,**  
a corporation.

By: \_\_\_\_\_  
Nadira Ali Kahn, M.D.  
President  
Advocate Bethany Health Partners  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Christ Hospital Health Partners,**  
a corporation.

By: \_\_\_\_\_  
Gary Stuck, D.O.  
President  
Advocate Christ Hospital Health Partners  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Good Samaritan Health Partners, Ltd.,**  
a corporation.

By: \_\_\_\_\_  
Joseph Siebert, M.D.  
President  
Advocate Good Samaritan Health Partners, Ltd.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Good Shepherd Health Partners, Ltd.,**  
a corporation.

By: \_\_\_\_\_  
Richard McDonnough, M.D.  
President  
Advocate Good Shepherd Health Partners, Ltd.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Health Centers, Inc.,**  
a corporation.

By: \_\_\_\_\_  
Daniel Schmidt  
President  
Advocate Health Centers, Inc.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Illinois Masonic Health Partners,**  
a corporation.

By: \_\_\_\_\_  
Jose Elizondo, M.D.  
President  
Advocate Illinois Masonic Health Partners  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Lutheran General Health Partners, Inc.,**  
a corporation.

By: \_\_\_\_\_  
Robert Zimmanck, M.D.  
President  
Advocate Lutheran General Health Partners, Inc.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate-South Suburban Health Partners,**  
a corporation.

By: \_\_\_\_\_  
Jerry Daly, D.O.  
President  
Advocate-South Suburban Health Partners  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Advocate Trinity Health Partners,**  
a corporation.

By: \_\_\_\_\_  
Nuru-Deen Olowopopo, M.D.  
President  
Advocate Trinity Health Partners  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Dreyer Clinic, Inc.,**  
a corporation.

By: \_\_\_\_\_  
John Potter  
President  
Dreyer Clinic, Inc.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**Counsel for Proposed Respondents**

\_\_\_\_\_  
Robert F. Leibenluft  
Hogan & Hartson L.L.P.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
John P. Marren  
Thomas J. Babbo  
Hogan Marren, Ltd.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 2006

**FEDERAL TRADE COMMISSION**

By:

\_\_\_\_\_  
John P. DeGeeter  
Attorney

**APPROVED:**

\_\_\_\_\_  
Markus Meier  
Assistant Director  
Federal Trade Commission

\_\_\_\_\_  
Jeffrey Schmidt  
Director  
Bureau of Competition  
Federal Trade Commission