Subject: Amendments of Parts 2, 25 and 87 of the Commission's Rules to Implement Decisions From World Radiocommunication Conferences Concerning Frequency Bands Between 28 MHz and 36GHz and to Otherwise Update the Rules in this Frequency Range (ET Docket No. 02–305);

Amendment of Parts 2 and 25 of the Commission's Rules to Allocate Spectrum for Government and Non-Government Use in the Radionavigation-Satellite Service (RM–10331).

Number of Petitions Filed: 1.

Marlene H. Dortch,

Secretary.

[FR Doc. 04–3363 Filed 2–13–04; 8:45 am]

BILLING CODE 6712–01–M

FEDERAL HOUSING FINANCE BOARD

Sunshine Act Meeting Notice: Change in Date of Open Meeting

FEDERAL REGISTER CITATION OF PREVIOUS ANNOUNCEMENT: 69 FR 5986, February 9, 2004.

CHANGE OF MEETING TIMES AND DATE: The open meeting of the Board of Directors, originally scheduled for 10 a.m. on February 11, 2004, is now scheduled to begin at 10 a.m. on Wednesday, February 18, 2004.

FOR FURTHER INFORMATION CONTACT: Mary Gottlieb, Paralegal Specialist, Office of General Counsel, by telephone at 202/408–2826 or by electronic mail at *gottliebm@fhfb.gov.*

Dated: February 12, 2004.

By the Federal Housing Finance Board.

John Harry Jorgenson,

General Counsel.

[FR Doc. 04–3439 Filed 2–12–04; 12:25 pm]

BILLING CODE 6725–01–P

FEDERAL RESERVE SYSTEM

Change in Bank Control Notices; Acquisition of Shares of Bank or Bank Holding Companies

The notificants listed below have applied under the Change in Bank Control Act (12 U.S.C. 1817(j)) and § 225.41 of the Board's Regulation Y (12 CFR 225.41) to acquire a bank or bank holding company. The factors that are considered in acting on the notices are set forth in paragraph 7 of the Act (12 U.S.C. 1817(j)(7)).

The notices are available for immediate inspection at the Federal Reserve Bank indicated. The notices also will be available for inspection at the office of the Board of Governors. Interested persons may express their views in writing to the Reserve Bank indicated for that notice or to the offices of the Board of Governors. Comments must be received not later than March 2, 2004.

A. Federal Reserve Bank of New York (Jay Bernstein, Bank Supervision Officer) 33 Liberty Street, New York, New York 10045–0001:

1. Lindrew Properties and Barry M. Snyder, both of Buffalo, New York, and Andrew Snyder and Linsey Snyder of New York, New York, together as a group acting in concert, to acquire voting shares of Great Lake Bancorp, Inc., Buffalo, New York, and thereby indirectly acquire shares of Greater Buffalo Savings Bank, Buffalo, New York.

Board of Governors of the Federal Reserve System, February 10, 2004.

Robert deV. Frierson,

Deputy Secretary of the Board.

[FR Doc. 04–3308 Filed 2–13–04; 8:45 am]

BILLING CODE 6210–01–S

FEDERAL RESERVE SYSTEM

Formations of, Acquisitions by, and Mergers of Bank Holding Companies

The companies listed in this notice have applied to the Board for approval, pursuant to the Bank Holding Company Act of 1956 (12 U.S.C. 1841 *et seq.*) (BHC Act), Regulation Y (12 CFR part 225), and all other applicable statutes and regulations to become a bank holding company and/or to acquire the assets or the ownership of, control of, or the power to vote shares of a bank or bank holding company and all of the banks and nonbanking companies owned by the bank holding company, including the companies listed below.

The applications listed below, as well as other related filings required by the Board, are available for immediate inspection at the Federal Reserve Bank indicated. The application also will be available for inspection at the offices of the Board of Governors. Interested persons may express their views in writing on the standards enumerated in the BHC Act (12 U.S.C. 1842(c)). If the proposal also involves the acquisition of a nonbanking company, the review also includes whether the acquisition of the nonbanking company complies with the standards in section 4 of the BHC Act (12 U.S.C. 1843). Unless otherwise noted, nonbanking activities will be conducted throughout the United States. Additional information on all bank holding companies may be obtained from the National Information Center website at *http://www.ffiec.gov/nic/.*

Unless otherwise noted, comments regarding each of these applications must be received at the Reserve Bank indicated or the offices of the Board of Governors not later than March 12, 2004.

A. Federal Reserve Bank of Atlanta (Sue Costello, Vice President) 1000 Peachtree Street, N.E., Atlanta, Georgia 30303:

1. CBB Bancorp, Cartersville, Georgia; to become a bank holding company by acquiring 100 percent of the voting shares of Century Bank of Bartow County, Cartersville, Georgia.

2. The Colonial BancGroup, Inc., Montgomery, Alabama; to merge with P.C.B. Bancorp, Inc., Clearwater, Florida, and thereby indirectly acquire Premier Community Bank of Southwest Florida, Fort Meyers, Premier Community Bank of South Florida, Fort Lauderdale, Florida, Premier Community Bank, Venice, Florida, and Premier Community Bank of Florida, Largo, Florida.

Board of Governors of the Federal Reserve System, February 10, 2004.

Robert deV. Frierson,

Deputy Secretary of the Board.

[FR Doc. 04–3307 Filed 2–13–04; 8:45 am]

BILLING CODE 6210–01–S

FEDERAL TRADE COMMISSION

[Docket No. 9306]

California Pacific Medical Group, Inc.; Analysis To Aid Public Comment

AGENCY: Federal Trade Commission.

ACTION: Proposed consent agreement.

SUMMARY: The consent agreement in this matter settles alleged violations of federal law prohibiting unfair or deceptive acts or practices or unfair methods of competition. The attached Analysis to Aid Public Comment describes both the allegations in the complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

DATES: Comments must be received on or before March 10, 2004.

ADDRESSES: Comments filed in paper form should be directed to: FTC/Office of the Secretary, Room 159–H, 600 Pennsylvania Avenue, NW., Washington, DC 20580. Comments filed in electronic form should be directed to: *consentagreement@ftc.gov,* as prescribed in the **SUPPLEMENTARY INFORMATION** section.

FOR FURTHER INFORMATION CONTACT: Sylvia Kundig, John Wiegand, or Gwen Fanger, FTC Western Regional Office, 901 Market St., Suite 570, San Francisco, CA 94103. (415) 848–5100.

SUPPLEMENTARY INFORMATION: Pursuant to section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46(f), and Section 2.34 of the Commission's Rules of Practice, 16 CFR 3.25(f), notice is hereby given that the above-captioned consent agreement containing a consent order to cease and desist, having been filed with and accepted, subject to final approval, by the Commission, has been placed on the public record for a period of thirty (30) days. The following Analysis to Aid Public Comment describes the terms of the consent agreement, and the allegations in the complaint. An electronic copy of the full text of the consent agreement package can be obtained from the FTC Home Page (for February 9, 2004), on the World Wide Web, at ''*http://www.ftc.gov/os/2004/02/index.htm.*'' A paper copy can be obtained from the FTC Public Reference Room, Room 130–H, 600 Pennsylvania Avenue, NW., Washington, DC 20580, either in person or by calling (202) 326–2222.

Public comments are invited, and may be filed with the Commission in either paper or electronic form. Comments filed in paper form should be directed to: FTC/Office of the Secretary, Room 159–H, 600 Pennsylvania Avenue, NW., Washington, DC 20580. If a comment contains nonpublic information, it must be filed in paper form, and the first page of the document must be clearly labeled ''confidential.'' Comments that do not contain any nonpublic information may instead be filed in electronic form (in ASCII format, WordPerfect, or Microsoft Word) as part of or as an attachment to e-mail messages directed to the following e-mail box: *consentagreement@ftc.gov.* Such comments will be considered by the Commission and will be available for inspection and copying at its principal office in accordance with section 4.9(b)(6)(ii) of the Commission's Rules of Practice, 16 CFR 4.9(b)(6)(ii)).

Analysis of Agreement Containing Consent Order To Aid Public Comment

The Federal Trade Commission has accepted, subject to final approval, an agreement containing a proposed consent order with California Pacific Medical Group, Inc., dba Brown and Toland Medical Group (''Brown & Toland''). The agreement settles charges that Brown & Toland's preferred provider organization (''PPO'') physician network violated section 5 of the Federal Trade Commission Act, 15 U.S.C. 45, by facilitating and implementing agreements among Brown & Toland members on price and other competitively significant terms; refusing to deal with payors except on collectively agreed-upon terms; and negotiating uniform fees and other competitively significant terms in payor contracts and refusing to submit to members payor offers that do not conform to Brown & Toland's standards for contracts.

The proposed consent order has been placed on the public record for 30 days to receive comments from interested persons. Comments received during this period will become part of the public record. After 30 days, the Commission will review the agreement and the comments received, and will decide whether it should withdraw from the agreement or make the proposed order final. The purpose of this analysis is to facilitate public comment on the proposed order. The analysis is not intended to constitute an official interpretation of the agreement and proposed order, or to modify their terms in any way. Further, the proposed consent order has been entered into for settlement purposes only and does not constitute an admission by Brown & Toland that it violated the law or that the facts alleged in the complaint (other than jurisdictional facts) are true.

The Commission issued its complaint and notice of contemplated relief in this matter on July, 8, 2003, and the matter was assigned to the agency's Chief Administrative Law Judge, Stephen J. McGuire. During discovery, complaint counsel and counsel for respondent executed a proposed consent agreement. On December 30, 2003, this matter was withdrawn from litigation so that the Commission could consider the proposed consent agreement.

The Complaint

As alleged in the Commission's complaint, Brown & Toland is a risk-sharing independent practice association (''IPA'') in its contracts with health maintenance organizations (''HMOs'') to provide services to HMO enrollees who live or work in San Francisco, California. Approximately 1,500 physicians who provide physician services in San Francisco participate in, or have contracts with, Brown & Toland to provide services to the HMO enrollees under Brown & Toland's contracts with HMOs.

Physicians often enter into contracts with payors that establish the terms and conditions, including fees and other competitively significant terms, for providing health care services to enrollees of payors. Payors may also develop and sell access to networks of physicians. Such payors include, but are not limited to, HMOs and PPOs. Physicians entering into such contracts often agree to reductions in their compensation to obtain access to additional patients made available by the payors' relationship with the enrollees. These contracts may reduce the payors' costs and permit them to lower medical care costs, including the price of health insurance and out-of-pocket medical care expenditures, for enrollees.

Absent agreements among competing physician entities on the terms on which they will provide services to the enrollees of payors, competing physician entities decide unilaterally whether to enter into contracts with payors to provide services to the payor's enrollees, and what prices and other terms and conditions they will accept under such contracts.

Physician entities often are paid for the services they provide to health plan enrollees either by contracting directly with a health plan or indirectly by participating in IPAs. Some physician entities participating in IPAs share the risk of financial loss with other participants if the total costs of services provided to health plan enrollees exceed anticipated levels (''risk-sharing IPA''). Physicians participating in a risk-sharing IPA also typically agree to follow guidelines relating to quality assurance, utilization review, and administrative efficiency.

In order to be competitive in the San Francisco metropolitan area, a payor's health plan should include in its physician network a large number of primary care physicians and specialists who practice in San Francisco. A substantial number of the primary care physicians and specialists who practice in San Francisco are members of Brown & Toland.

In 2001, Brown & Toland formed a PPO physician network to capture revenue from the PPO market segment. The Brown & Toland PPO network comprises approximately one-third of the Brown & Toland HMO physician members. These PPO network physicians do not share financial risk in connection with the provision of services to PPO patients. Rather, the Brown & Toland PPO network physicians provide services to PPO enrollees on a fee-for-service basis. To receive compensation for services, the PPO network physicians directly bill, and get paid by, the PPO enrollee or the PPO payor.

In addition to the lack of financial risk sharing by the PPO network physicians, the Brown & Toland PPO network lacks any significant degree of clinical integration. To the extent that the Brown & Toland physicians may have achieved clinical efficiencies regarding the provision of services under Brown & Toland's risk-sharing contracts, Brown & Toland has no ongoing mechanism to ensure that those potential efficiencies are replicated in services provided by its PPO network. Brown & Toland does not monitor practice patterns and quality of care, or enforce utilization standards regarding services provided by its PPO network. Brown & Toland's PPO network physicians are required to abide by the utilization management guidelines established by payors, not by the guidelines in Brown & Toland's risk-sharing contracts. Brown & Toland also negotiates fees for its PPO network physicians that are different from the fee schedules Brown & Toland employs for its risk-sharing contracts.

Brown & Toland formed the PPO network to promote, among other things, the collective economic interests of the PPO network physicians by increasing their negotiating leverage with health plans. In connection with the formation of its PPO network, Brown & Toland organized meetings among its physician members to agree upon the financial and other competitively significant contractual terms the physicians would like Brown & Toland to achieve for them.

Brown & Toland presented physicians with a choice of two fee schedules when it solicited physicians to join the PPO network. Brown & Toland informed the physicians that by choosing one of the Brown & Toland fee schedules, the physician would be agreeing to be a PPO network physician for fees at or above the specified rate. Both Brown & Toland fee schedules generally represented a significant increase over the rates that physicians were currently receiving for services provided to PPO enrollees.

Once physicians joined the Brown & Toland PPO network and chose a fee schedule, Brown & Toland then began negotiating contracts with health plans on behalf of its PPO physicians. Brown & Toland presented the collective rates to the health plans. To further the contracting efforts, Brown & Toland's PPO network physicians agreed with Brown & Toland to refuse to contract individually, or through an agent, with any payor with which Brown & Toland was negotiating. Under the provider agreement that Brown & Toland's PPO network physicians signed, the physicians also were prohibited from contracting with any payor for less than the Brown & Toland fee schedule that the physician chose.

Brown & Toland directed the physicians in its PPO network to cancel individual contracts the physicians may have had with the health plan when it believed the negotiations were proceeding unfavorably. Most of the PPO network physicians, when directed, did in fact terminate individual contracts. The purpose of the collective terminations was to increase Brown & Toland's negotiating leverage to obtain higher fees and other favorable competitively significant terms for physician services.

Brown & Toland also attempted to devise a strategy where Brown & Toland and another San Francisco IPA would not compete on price or other elements or terms of competition. Brown & Toland contacted this IPA when it learned that the IPA was simultaneously negotiating with at least one payor for rates that were lower than Brown & Toland's PPO rates.

The complaint alleges that as a consequence of Brown & Toland's conduct, payors agreed, among other things, to compensate Brown & Toland PPO network physicians at a higher rate than they would have compensated them absent the conduct. Accordingly, Brown & Toland's acts and practices have restrained trade unreasonably and hindered competition in the provision of physician services in San Francisco, California, in the following ways, among others: price and other forms of competition among Brown & Toland's PPO network physicians were unreasonably restrained; prices for physician services increased; and health plans, employers, and consumers were deprived of the benefits of competition in the purchase of physician services.

Further, the complaint alleges that Brown & Toland's joint negotiations on price and other competitively significant terms for PPO contracts were not reasonably necessary to achieve potential clinical efficiencies for Brown & Toland's PPO network, nor to achieve or to maintain any clinical efficiencies which Brown & Toland's PPO network members may have realized as a consequence of participating in Brown & Toland's risk-sharing HMO products.

Thus, Brown & Toland's conduct has harmed patients and other purchasers of medical services by increasing the price of physician services.

The Proposed Consent Order

The proposed consent order is designed to prevent the continuance and recurrence of the illegal concerted actions alleged in the complaint while allowing Brown & Toland and its members to engage in legitimate joint conduct.

Paragraph II.A prohibits Brown & Toland from entering into or facilitating agreements among physicians: (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 through any arrangement other than Brown & Toland.

Paragraph II.B prohibits Brown & Toland from exchanging or facilitating the 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 physicians is willing to deal.

Paragraph II.C prohibits Brown & Toland from attempting to engage in any action prohibited by paragraph II.A or II.B. Paragraph II.D prohibits Brown & Toland from encouraging, suggesting, advising, pressuring, inducing, or attempting to induce any person to engage in any action that would be prohibited by paragraphs II.A–II.C.

Paragraph II contains a proviso that allows Brown & Toland to engage in conduct that is reasonably necessary to the formation or operation of a ''qualified risk-sharing joint arrangement'' or a ''qualified clinically-integrated joint arrangement.'' Paragraph II concludes with a provision that Brown & Toland has the burden of proof to demonstrate that the conduct that would otherwise be prohibited is reasonably necessary to the qualified joint arrangement.

Paragraph III requires Brown & Toland, for a period of five years after the order becomes final, to notify the Commission at least sixty days prior to entering into any arrangement with physicians under which Brown & Toland would act as a messenger or agent on behalf of any physicians for any qualified risk-sharing joint arrangement with payors regarding contracts or the terms of dealing with the physicians and payors. This provision will allow the Commission to review any future Brown & Toland policy or practice that Brown & Toland plans to implement with payors before it implements such a policy or practice with respect to any particular payor.

Paragraph IV requires Brown & Toland, for a period of five years after the order becomes final, to notify the

Commission prior to negotiating or entering into any agreement relating to price or other terms of dealing with any payor on behalf of any physician in a Brown & Toland qualified clinically-integrated joint arrangement. Under this provision, Brown & Toland may be required to submit various types of information relevant to an assessment of whether the arrangement is likely to be anticompetitive.

Paragraph V.A requires Brown & Toland to distribute copies of the complaint and order to its past and present members, its officers, directors, managers, and employees who had any responsibility regarding Brown & Toland's PPO network, and all payors with whom it has been in contact, since January 1, 2001, regarding contracting for the provision of physician services, other than those under which it is paid a capitated (per member per month) rate by the payor.

Paragraph V.B requires Brown & Toland to terminate, without penalty, any payor contracts that it had entered into during the collusive period, at any such payor's request. This provision intends to eliminate the effects of Brown & Toland's joint, price setting behavior. Paragraph V.C requires Brown & Toland to send a copy of any payor's request for termination to each physician who participates in Brown & Toland, except for those physicians who participate only in contracts under which Brown & Toland is paid a capitated (per member per month) rate by the payor.

Paragraphs V.D–V.F require Brown & Toland, for a period of five years after the order becomes final, to make the existence of the complaint and order known through several methods. Brown & Toland must distribute copies of the complaint and order to each physician who subsequently begins participating in Brown & Toland, each payor who subsequently contacts Brown & Toland regarding the provision of physicians services, except for those contacts regarding contracts under which Brown & Toland is paid a capitated (per member per month) rate by the payor, and each person who subsequently becomes an officer, director, manager, or employee of Brown & Toland with any responsibility regarding a PPO network. Brown & Toland must also maintain copies of the complaint and order on its website for five years after the order becomes final and publish, for five years after the order becomes final, copies of the complaint and order in each annual report.

The remaining provisions of the proposed order impose reporting and compliance-related requirements. Paragraph VI requires Brown & Toland to file periodic reports with the Commission detailing how it has complied with the order. Paragraph VII authorizes Commission staff to obtain access to Brown & Toland's records and officers, directors, or employees for the purpose of determining or securing compliance with the order. Paragraph VIII mandates that the order shall terminate twenty years from the date it becomes final.

By direction of the Commission.

Donald S. Clark,

Secretary.

[FR Doc. 04–3375 Filed 2–13–04; 8:45 am]

BILLING CODE 6750–01–P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Findings of Scientific Misconduct

AGENCY: Office of the Secretary, HHS.

ACTION: Notice.

SUMMARY: Notice is hereby given that the Office of Research Integrity (ORI) and the Acting Assistant Secretary for Health have taken final action in the following case:

Pat J. Palmer, University of Iowa: Based on the report of an investigation conducted by the University of Iowa (UI Report), the respondent's guilty plea in a State criminal case, and additional analysis conducted by ORI in its oversight review, the U.S. Public Health Service (PHS) found that Pat J. Palmer, former Assistant Research Scientist at UI, engaged in scientific misconduct (1) in research supported by National Institutes of Health (NIH) grant R01 MH55284 entitled ''Collaborative Linkage Study of Autism;'' (2) in grant proposals 1 R10 MH55284–01, 2 R01 MH55284–04 (both entitled ''Collaborative Linkage Study of Autism''), 1 R01 DC05067–01, and 1 R55 DC05067–01A1 (both entitled ''The Genetics of Specific Speech and Language Disorders''); and (3) in obtaining salary support from postdoctoral training grant T32 MH14620. PHS found that Ms. Palmer engaged in scientific misconduct by:

(1) Fabricating interview records for at least six interviews of autism patient families;

(2) Fabricating her claims for a B.S. from the University of Northern Iowa, a M.S./M.P.H. from the University of California at Berkeley, and a Ph.D. in Epidemiology/Bio-statistics from the University of Iowa in biographical sketches that were submitted to NIH in four grant applications (*see* above); and

(3) Fabricating her claim that she obtained a Ph.D. in Epidemiology/Bio-statistics from the University of Iowa in the biographical sketches of a training grant application, so she received salary support from July 1995 through June 1998 for postdoctoral training under NIH training grant T32 MH14620.

Ms. Palmer also engaged in dishonest conduct that demonstrates that she is not presently responsible to be a steward of Federal funds. She falsified that she was a coauthor of several published articles, by inserting her name or replacing another name with her name on 10 articles listed in her biographical sketch for four NIH grant applications (*see* above):

(a) Canby, C.A., [Palmer, P.J.], & Tomanek, R.J. ''Role of lowering arterial pressure on maximal coronary flow with and without regression of cardiac hypertrophy.'' *American Journal of Physiology* 257:H1110–H1118, 1989.

(b) Stegink, L.D., Brummel, M.C., Filer, L.J., Jr, & [Palmer, P.J., replaced Baker, G.L.]. ''Blood methanol concentrations in one-year old infants administered grade [sic] doses of aspartame.'' *Journal of Nutrition* 113:1600–1606, 1983.

(c) Stegink, L.D., Koch, R., [Palmer, P.J., replaced Blaskovics, M.E.], Filer, L.J., Jr., Baker, G.L., & McDonnell, J.E. ''Plasma phenylalanine levels in phenylketonuric heterozygous and normal adults administered aspartame at 34mg/kg body weight.'' *Toxicology* 20:81–90, 1981.

(d) Stegink, L.D., Brummel, M.C., [Palmer, P.J., replaced McMartin, K.], Martin-Amat, G., Filer, L.J., Jr., Baker, G.L., & Tephly, T.R. ''Blood methanol concentrations in normal adult subjects administered abuse doses of aspartame.'' *Journal of Toxicology & Environmental Health* 7:281–290, 1981.

(e) Stegink, L.D., Reynolds, W.A., Pitkin, R.M., Cruikshank, D.P., & [Palmer, P.J.]. ''Placental transfer of taurine in rhesus monkeys.'' *American Journal of Clinical Nutrition* 24:2685–2692, 1981.

(f) Stegink, L.D., Filer, L.J., Jr, Baker, G.L., & [Palmer, P.J., replaced Brummel, M.C.]. ''Plasma and erythrocyte amino acid levels of adult humans given l00mg/kg body weight aspartame.'' *Toxicology* 14:131–140, 1979.

(g) Weiss, N.S., Szekely, D.R., Austin, D.F., & [Palmer, P.J.]. ''Increasing incidence of endometrial cancer in the United States.'' *New England Journal of Medicine* 294:1259–1262, 1976.

(h) Elwood, E.K., & [Palmer, P.J., replaced Apostolopoulos, A.X]. ''Analysis of developing enamel of the rat. II.Electrophoretic and amino acid studies.'' *Clinical Metabolic Studies*