

Woman does not or cannot relinquish the operation and management of the Facility to an entity or individual licensed by the Department to operate the Facility, New Woman shall cease performing abortion procedures on or before May 11, 2012, but shall remain open and available for patient follow-up through the close of business on May 18, 2012. Thereafter, New Woman agrees that it shall close the Facility and that it shall return its license certificate to the Department.

2. The Department agrees to license an entity or individual other than New Woman to operate the Facility so long as the Department is satisfied, in its sole discretion, that the entity or individual is both willing and able to meet the Rules of the State Board of Health for the operation of an abortion or reproductive health center. The Department agrees that it shall not unreasonably withhold approval, subject to the following. Said entity or individual must be independent from and not affiliated with New Woman or its officers and directors and must agree that it or he/she will not employ Diane Derzis, Employee Identifier ("EI") #4, and EI #13. New Woman agrees that the Department's decision as to whether to license an entity or individual to operate the Facility is within the Department's discretion, and hereby waives any and all rights it may have to challenge, appeal, or intervene in such decision.

3. New Woman agrees that EI #4 shall cease performing abortion procedures at the Facility on or before May 11, 2012, but shall remain available for patient follow-up for an additional seven days after performing abortion procedures.

4. New Woman further waives any and all rights to contest, challenge or appeal any action heretofore taken by the Department against New Woman or the Facility, including the citation of any deficiencies or rule violations.

5. Nothing in this Consent Agreement shall be construed to limit or prohibit the Department from taking other enforcement action against New Woman, including an emergency administrative order of closure, should New Woman violate the terms of this Consent Agreement or further violate the Rules of the State Board of Health.

6. Nothing in this Consent Agreement shall be construed to affect, impact, or in any way limit the Amended Permanent Injunction entered by the United States District Court for the Northern District of Alabama, Southern Division, in Civil Action Number CV-95-BU-0188-S, dated July 23, 1999.

7. This Consent Agreement shall be final and binding upon the parties, their successors and assigns, upon execution by the undersigned, who represent and warrant that they are authorized to enter this Consent Agreement on behalf of the parties hereto.

8. This Consent Agreement shall be incorporated into a final Consent Order to be entered by the State Health Officer and to be subject to enforcement by the Department.

21 April 2012

DONE and ENTERED on this the ____ day of ~~March~~, 2012.

New Women's, Inc., d/b/a
New Woman All Woman Health Care

By: [Signature]

As Its: President

Date: 4/2/12

Alabama Department of Public Health

By: [Signature]

As Its: Bureau Director

Date: 4.3.2012