

hereby issues its Complaint, makes the following jurisdictional findings, and issues the following Order:

1. The Minnesota Rural Health Cooperative is a for-profit corporation organized, existing, and doing business under and by virtue of the laws of the State of Minnesota with its principal address at 190 E.4th Street N, PO Box 155, Cottonwood, Minnesota 56229-9902.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondent, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

- A. "MRHC" shall mean the Minnesota Rural Health Cooperative; its officers, directors, employees, agents, attorneys, representatives, successors, and assigns; and the subsidiaries, divisions, groups, and affiliates controlled by it; and the respective officers, directors, employees, agents, attorneys, representatives, successors, and assigns of each.
- B. "Distribute" means to provide a copy of the specified documents by (1) personal delivery, with a signed receipt of confirmation; (2) first-class mail with delivery confirmation or return receipt requested; (3) facsimile with return confirmation; or (4) electronic mail with electronic return confirmation.
- C. "Hospital" means a health care facility licensed by the State of Minnesota as a Hospital.
- D. "Participate" in an entity or an arrangement means (1) to be a partner, shareholder, owner, member, or employee of such entity or arrangement, or (2) to provide services, agree to provide services, or offer to provide services to a Payor through such entity or arrangement. This definition applies to all tenses and forms of the word "Participate," including, but not

- H. “Physician” means a doctor of allopathic medicine (“M.D.”) or a doctor of osteopathic medicine (“D.O.”).
- I. “Preexisting Contract” means a contract for the provision of Physician, Hospital, or Pharmacy services that was in effect on the date of the receipt by a Payor that is a party to such contract of notice sent by MRHC pursuant to Paragraph III.A.2 of this Order of such Payor’s right to terminate such contract.
- J. “Principal Address” means either (1) primary business address, if there is a business address, or (2) primary residential address, if there is no business address.

PROVIDED, HOWEVER, that it shall not of itself constitute a violation of Paragraph II of this Order for MRHC, when negotiating with any Payor in compliance with Minnesota Annotated Code § 62R.01, *et seq.*, to:

- (1) reject any offer or counter-offer or refuse to contract; or
- (2) exchange such information as is reasonably necessary to contract pursuant to negotiating or contracting with any Payor.

III.

IT IS FURTHER ORDERED that MRHC shall:

- A. Within thirty (30) days from the date this Order becomes final:
 1. Distribute this Order and the Complaint to each current officer, director, member, or employee of MRHC; and
 2. Send by first-class mail, with return receipt requested, with the letter attached as the Appendix, to the chief executive officer of each Payor with which MRHC has contracted at any time since January 1, 2005.
- B. Terminate, without penalty or charge, and in compliance with any applicable laws, any ~~Part 01~~ ^{Part 01} ~~Part 01~~ ^{Part 01}

D.

C. Each annual report shall also include, in addition to the information required by Paragraph IV.A:

1. a copy of each verification of Distribution required by Paragraph III.D.1;
2. a copy of each return receipt required by Paragraph III.D.2; and
3. evidence that the copy of the Order and Complaint has been published, as required by Paragraph III.D.3.

V.

IT IS FURTHER ORDERED

VII.

IT IS FURTHER ORDERED that this Order shall terminate on December 28, 2030.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED: December 28, 2010

APPENDIX

[letterhead of MRHC]

[name of Payor's CEO]

[address]

Dear _____:

Enclosed is a copy of a complaint and a consent order ("Order") issued by the Federal Trade Commission against Minnesota Rural Health Cooperative ("MRHC").

Pursuant to Paragraph III.B. of the Order, MRHC must allow you to terminate, upon your written request, without any penalty or charge, any contracts with MRHC that are in effect as of the date you receive this letter.

If you do not make a written request to terminate the contract, Paragraph III.B. further provides that the contract will terminate on the earlier of the contract's termination date, renewal date (including any automatic renewal date), or anniversary date, which is [date].

You may, however, ask MRHC to extend the contract beyond [date], the termination, renewal, or anniversary date, to any date no later than [date], one (1) year after the date the Order becomes final.

If you choose to extend the term of the contract, you may later terminate the contract at any time.

Any request either to terminate or to extend the contract should be made in writing, and sent to me at the following address: [address].

Sincerely,

[MRHC to fill in information in brackets]