

1610096

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Edith Ramirez, Chairwoman  
Maureen K. Ohlhausen  
Terrell McSweeney

In the Matter of

The Commission having therefor considered the matter and having determined that it had reason to believe that Respondent ~~Gen~~ <sup>ContraCare Health</sup>

II.  
SUSPEND NONCOMPETES

IT IS FURTHER ORDERED that:

A. For the duration of the Suspension Period, CentraCare Health shall not enforce any CentraCare Health NonCompete Provisions against any St. Cloud Physician, or CentraCare Physician, if necessary, for any activity that the St. Cloud Physician or CentraCare Physician engages in that Relates To providing Termination Notification; *PROVIDED, HOWEVER*, that this Paragraph II.A does not prohibit CentraCare Health from enforcing any CentraCare NonCompete Provisions against any St. Cloud Physician who terminates Contract Services prior to the date the Decision and Order becomes final and before the start of the First Release Period in the case of a CentraCare Physician before the start of the Second Release Period

B. Within two (2) days of the Agreement Containing Consent ~~Given~~ this matter being placed on the public record, CentraCare Health shall send the letter attached as Appendix A to this Order by first class mail and by email, return receipt requested, to each St.

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III.

changes and the Monitor approves the changes after consultation with Commission staff and the affected St. Cloud Physicians.

- B. The purpose of this Paragraph is for CentraCare Health to maintain those assets and personnel from the St. Cloud Medical Group such that, during the Suspension Period and the First Release Period, St. Cloud Physicians will easily be able to move to a Third Party Medical Practice or create a New Third Party Medical Practice with his or her patients and without any significant difficulties.

V.

FACILITATE ST. CLOUD EMPLOYEE INTERVIEWS

IT IS FURTHER ORDERED that beginning no later than the Acquisition Date until the end of the First Release Period, Respondent CentraCare Health shall, in a manner consistent with local labor laws:

- A. facilitate employment interviews between any St. Cloud Employee, who has been requested to join a St. Cloud Physician who has submitted an Acceptable Termination, and any Third Party Medical Practice to which a St. Cloud Physician is hired or a New Third Party Medical Practice during the First Release Period (“Designated Third Party Medical Practice”);
- B. with respect to each St. Cloud Employee who receives an offer of employment from a Designated Third Party Medical Practice, not prevent, prohibit, or restrict, or threaten to prevent, prohibit, or restrict the St. Cloud Employee from being employed by the Designated Third Party Medical Practice, and shall not offer any incentive to the St. Cloud Employee to decline employment with the Designated Third Party Medical Practice
- C. eliminate any contractual provisions, confidentiality restrictions, or other restrictions entered into or imposed by CentraCare Health that would otherwise prevent the St. Cloud Employee from being employed by the Designated Third Party Medical Practice, and
- D. unless alternative arrangements are agreed upon with the Designated Third Party Medical Practice, retain the obligation for the beneficiary St. Cloud Employee who accepts employment with the Designated Third Party Medical Practice all accrued bonuses, vested pensions, and other accrued benefits.

VI.  
MONITOR

IT IS FURTHER ORDERED that:

- A. Richard Shermer of RShemer & Co

b.







B.

Upon five (5) days' notice to CentraCare Health and without restraint or interference from CentraCare Health, to interview officers, dir(l)-2-11(e)o4(h, t)o, dism, tmy-0.004 Tc 0.004 T

APPENDIX A—LETTER TO ST. CLOUD PHYSICIANS

APPENDIX B – MONITOR AGREEMENT

NON-PUBLIC APPENDIX B -1 – MONITOR COMPENSATION