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	did not make CMS a party to the complaint, the FTC sought from CMS the production of six	
	and the control of th	
= -	healthcare convices contracts hereinafter identified as CY 5715 CY 5125 CY 5124 CY 5127-CV	
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	5128, and CX 5129. The contracts are examples of the many contracts that the State of Illinois,	
	through CMS, negotiates to provide healthcare to its State employees and retirees. The contracts	
	contain the rates that the State of Illinois has agreed to pay for specific healthcare services at specific	
	hospitals. The State of Illinois and CMS negotiate the rates separately and confidentially with each	
	of the approximately 295 hospitals under contract with the State of Illinois. The availty and	
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to expire on February 1, 2015, to four of the six contracts. The ALJ "denied without prejudice" CMS's motion with respect to CX05715 and CX05125. The ALJ noted in his Order that the declaration of Daniel S. Fewkes, Deputy General Counsel of CMS, attached to CMS's motion "fails

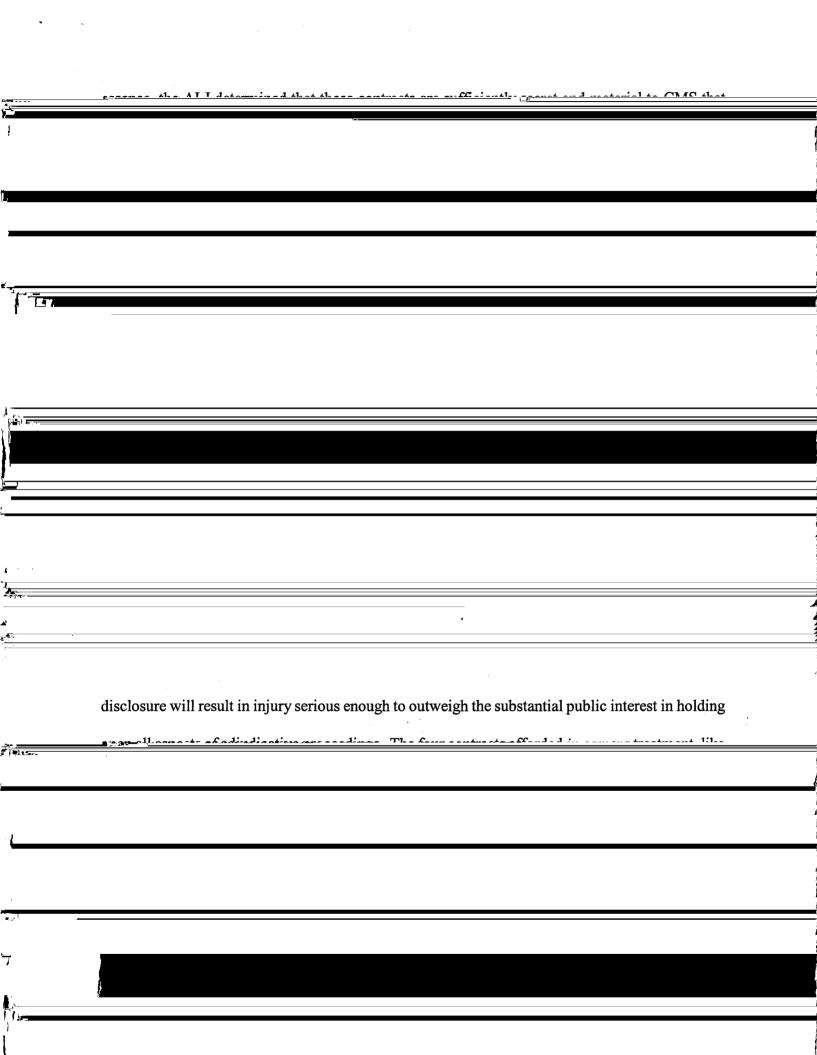
on Parties' Exhibit Lists (hereinafter "Order") granting in camera treatment for a period of ten years,

See Order pg. 8. The ALJ allowed CMS until February 2, 2005 to file a renewed motion for *in* camera treatment for CX05715 and CX05125.

ARGUMENT

I. THE STANDARD FOR IN CAMERA TREATMENT.

Administrative Law Judges have broad discretion in determining what information should be placed *in camera*. *In re General Foods Corp.*, 95 F.T.C. 352 (1980). The extension of *in camera*



	pursuant to the agreement and pertaining to patient medical records. Further, none of the six
	contracts, including CX05715 and CX05125, are held at the State of Illinois Comptroller's office.
A	There contracts are marrow made available for multi- and time 2 marrows for the in-
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	stated by Daniel Fewkes in his Declaration attached hereto, CMS has never consented to the
	disclosure of any of the six contracts, including CX05715 and CX05125, except for to those persons

Not only are the State's healthcare contracts, including CX05715 and CX05125, protected

directly involved in the contracts' procurement and negotiation and except for the instant case. In

the instant case, CMS disclosed the contracts in response to the FTC's discovery request only after

physically labeling each contract as confidential and procuring assurances of confidentiality by a

protective order.

The fourth Bristol-Meyers factor examines the value of the information to CMS. Disclosure of CX05715 and CX05125, or any State healthcare contract for that matter, will allow access to the confidential rates and terms negotiated by the State. The State's healthcare budget is based on its ability to negotiate each term and rate with each hospital. If the terms and rates become public,

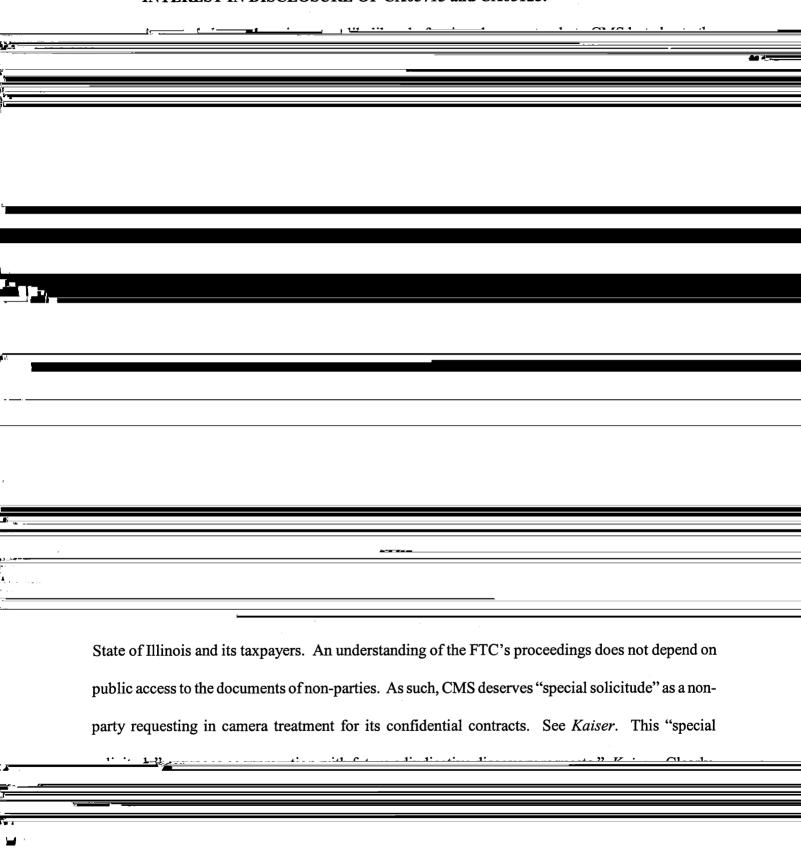
cost to CMS and Illinois taxpayers. This information is clearly of great value to CMS and Illinois taxpayers.

The fifth Bristol-Meyers factor examines the amount of effort or money expended in

	go to great lengths to ensure the continued confidentiality of the contracts regardless of the age of		
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* 57	guefficiently, account and material to vycommant in amount that the contraction		
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	confidential information. The ALJ recognized the need for protection for at least 10 years for a	
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	CX05125, dating back to the State's 1996 and 1999 fiscal years respectively, is no different and	
	certainly no less serious.	
	As previously stated, disclosure of CX05715 and CX05125, or any State healthcare contract	
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III. THE LIKELIHOOD OF SERIOUS HARM GREATLY OUTWEIGHS THE PUBLIC INTEREST IN DISCLOSURE OF CX05715 and CX05125.



United States of America FEDERAL TRADE COMMISSION Washington, D.C. 20580

	In the Matter of EVANSTON) D	ocket Number 9315	
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	THE APPLIET			
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	DECLARATION OF DANIE	L S. FEWKES IN SU	PPORT OF NON-PARTY	Υ,

RENEWED MOTION FOR IN CAMERA TREATMENT OF CX05715 and CX05125

ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES'

I DANIEL S FEWKES declare as follows:

on the State in future negotiations. Disclosure of Exhibit CX05715 may effect the negotiation of future healthcare contracts with other hospitals. Consequently, the State would lose its present bargaining position, resulting, necessarily, in higher health care costs for the State of Illinois and, ultimately, the Illinois taxpayers.

b. Exhibit CX05125 is a hospital service agreement between CMS and Evanston

Northwestern Healthcare for the fiscal year of 1999 (07/01/98 - 06/30/99) regarding

the State of Ulinois and local covernment are already as a local severnment are al

teachers' retirement insurance program. This contract includes the negotiated fees that CMS agreed to pay Evanston Northwestern Healthcare for particular health care services. Even though this contract is no longer in effect, it is a part of a serious of contracts and reflects the ongoing relationship between CMS, the State of Illinois,

And Friendson Northwestorn Healthcome. Diselection of First 11 is 03205105 it

	9.	Larm informed and halfarra than the information and informatio
	9,	I am informed and believe that the information contained in Exhibits numbers CX05715 and
<u> </u>		CX05125 has never heep distributed or otherwise made known autoide CN45 and the ansate
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		hospital contracting with CMS at the time without first obtaining assurances of
		confidentiality. Furthermore, distribution of the foregoing documents is extremely limited
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		negotiation with a hospital ever have access to the negotiated control. The negotiated
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United States of America FEDERAL TRADE COMMISSION Washington, D.C. 20580

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	HEALTHCARE CORP. and ENH MEDICAL GROUP. INC.)	CHIEF ADMINISTRATIVE LAW
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one (1) paper copy served by Regular Mail to: 3. Duana M Vallar **Complaint Counsel** Winston & Strawn LLP Jadamal Tunda Cananai 25 West Western Duise Chicago, Illinois 60601-9703 601 New Jersey Avenue, N.W. Washington, D.C. 20580 Daniel S. Fewkes Chul Pak Appirtmet Dispator Massons IV