



UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

_____)
In the Matter of:)
OSF Healthcare System, a corporation, and) Docket No. 9349
Rockford Health System, a corporation) PUBLIC
_____)

**MOTION OF NON-PARTIES CIGNA CORPORATION AND
CONNECTICUT GENERAL LIFE INSURANCE COMPANY FOR *IN CAMERA*
TREATMENT OF PROPOSED EVIDENCE**

Non-parties CIGNA Corporation and Connecticut General Life Insurance Company (“CIGNA”), by their undersigned counsel, respectfully requests that this Court grant *in camera* treatment for certain documents and deposition testimony, which Complaint Counsel and Respondents Counsel have designated for possible introduction into evidence during the administrative trial in this matter. By letters dated March 13, 2012, true and correct copies of which are attached hereto as Exhibits 1 and 2, Complaint Counsel and Respondents’ Counsel notified Cigna that they intend to introduce into evidence certain documents produced by Cigna in response to a Civil Investigation Demand and Subpoena *Duces Tecum* and certain deposition testimony of Thomas Golias of Cigna. By this Motion, Cigna requests *in camera* treatment for the following documents and deposition testimony:¹

Chart A – Contracts, Provider Network, and Pricing

FTC-CIGNA_000001-000018	Provider Group Services Agreement between CIGNA and SwedishAmerican effective June 1, 2009
FTC-CIGNA_000019-000035	Physician Group Services Agreement between CIGNA and Rockford effective August 1, 2006
FTC-CIGNA_000036-000044	Physician Group Services Agreement between

¹ Given the confidential nature of the documents and depositions testimony at issue, Cigna has not attached copies of these documents to this motion. Instead, Cigna will submit a CD which contains copies of these documents and deposition testimony for *in camera* review.

	CIGNA and OSF effective July 1, 2006
FTC-CIGNA_000045-000075	Rates Only Amendment to Physician Services Agreement between CIGNA and OSF effective July 1, 2008
FTC-CIGNA_000076-000104	Hospital Service Agreement between CIGNA and OFS effective July 1, 2006
FTC-CIGNA_000105-000106	Letter to Joseph Smith (Rockford Health) from Mendy Ballard (Cigna) with updated DRG schedule
FTC-CIGNA_000107-000129	Hospital Service Agreement between CIGNA and Rockford effective July 15, 2006
FTC-CIGNA_000130-000138	Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008
FTC-CIGNA_000139-000145	PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008
FTC-CIGNA_000146-000154	Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective July 1, 2008 to July 31, 2008
FTC-CIGNA_000155-000161	PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective July 1, 2008 to July 31, 2008
FTC-CIGNA_000162-000170	Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 20, 2009
FTC-CIGNA_000171-000177	PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 20, 2009
FTC-CIGNA_000178-000186	Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 17, 2010
FTC-CIGNA_000187-000193	PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 17, 2010
FTC-CIGNA_00194-000211	Amendment to Hospital Managed Care Agreement between CIGNA and SwedishAmerican effective June 1, 2009
FTC-CIGNA_000212-000227	Rates Only Amendment to agreement between CIGNA and SwedishAmerican effective October 1, 2008
FTC-CIGNA_000228-000236	Managed Care Program Attachment to the

	Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008
FTC-CIGNA_000237-000243	PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008
FTC-CIGNA_00244-000290	Hospital Managed Care Agreement between Cigna and Van Matre Healthsouth Rehabilitation Hospital
CIGNA 30-35; 38-43; 50-54; 56	draft Declaration of T. Golias
CIGNA 70-71; 75-113; 119; 121-141; 143-146; 148-163; 173-186; 189-203; 208; 238-239; 251-252; 257-288; 312; 348; 395-403; 412-424; 427-431; 442-456; 465; 476-554	Various email and correspondence regarding existing and proposed business with employers and medical providers
CIGNA 72-74	Pricing scenarios regarding negotiation with SwedishAmerican
CIGNA 114-118; 120	Financial & Risk Assessment for Rockford Memorial; Contract Review and Approval Meeting Minutes
CIGNA 187-188	Summary of Rockford Memorial and SwedishAmerican pricing
CIGNA 204-207; 253-256	Assignment and Assumption of Cigna Group Practice Managed Care Agreement between Featherstone Clinic and OSF
CIGNA 209-237	Group Practice Managed Care Agreement between Cigna and Featherstone
CIGNA 240-250	Utilization report for Woodward Governor
CIGNA 349-364	Rates Only Amendment between Cigna and SwedishAmerican
CIGNA 365-394	Financial & Risk Assessment for SwedishAmerican
CIGNA 425-426	Fee Schedule Analysis
CIGNA 432-441; 457-464	Outstanding Claims Report
CIGNA 466-475	Participating providers with Coventry
CIGNA 557-702	Contract file for OFS
CIGNA 703-1153	Contract file for Rockford Health Sys.
CIGNA 1154-1536	Contract file for SwedishAmerican
CIGNA 1537-1599	Contract file for Lakeside Anesthesiology
CIGNA 1600-1734	Contract file for Physicians Immediate Care
CIGNA 1735-1754	Contract file for Provena Senior Services
CIGNA 1755-1776	Contract file for My First Words
CIGNA 1777-1837	Contract file for Astor Care Center of Rockford
CIGNA 1838-1898	Contract file for Rockford Orthopedic

CIGNA 1899-1967	Contract file for University of Illinois Medicine – Rockford
CIGNA 1968-1996	Contract file for Rock Valley Women's Health
CIGNA 1997-2097	Contract file for Rockford Ambulatory Surgery
CIGNA 2098-2111	Contract file for Rockford Radiology
CIGNA 2112-2292	Contract file for Rockford Clinic
CIGNA 2293-2345	Contract file for RNA of Rockford
CIGNA 2346-2481	Contract file for Rockford Orthopedic
CIGNA 2482-2638	Contract file for Alden Alma Melson Mannor
Declaration of T. Golias (PX0253)	¶¶ 5-6, 8, 15
January 11, 2012 Deposition of T. Golias (PX4008)	29:17-22; 30:13-31:2; 172:4-16
February 10, 2012 Deposition of T. Golias (PX4063)	118:18-142:12; 144:3-157:25

Chart B – Products and Pricing, Market Share, and Contract Negotiation and Strategies

CIGNA 1-3	Number of covered lives in three counties that comprise the Rockford, Illinois market
Declaration of T. Golias (PX0253)	¶¶ 3, 8, 10, 12-15
January 11, 2012 Deposition of T. Golias (PX4008)	18:21-19:6; 20:18-21:14; 22:9-24; 27:15-25; 37:2-40:2; 40:23-44:14; 45:18-47:18; 48:9-49:16; 50:7-25; 51:6-57:12; 60:4-25; 61:8-63:19; 65:20-66:25; 67:13-71:23; 74:3-76:24; 77:8-78:25; 79:24-81:1; 106:7-108:13; 109:14-111:2; 112:11-113:14; 114:3-21; 115:13-116:25; 117:10-118:3; 119:4-125:17; 125:25-156:3; 165:13-166:9; 167:1-168:9; 169:22-171:12; 176:21-177:23; 178:15-180:8; 191:25-193:20; 194:17-195:24; 197:19-198:14; 202:3-25; 203:13-204:9; 206:12-207:22; 211:5-12; 215:8-17; 215:24-216:19; 217:8-14; 217:21-220:9; 222:1-24; 223:20-224:2
February 10, 2012 Deposition of T. Golias (PX4063)	10:25-18:24; 19:15-20:24; 22:1-23:4; 29:1-29:19; 33:22-36:19; 38:23-42:9; 44:25-46:3; 50:9-51:22; 54:12-55:12; 56:2-57:13; 58:10-62:10; 63:17-65:10; 67:7-19; 72:18-73:19; 81:10-84:13; 91:7-93:13; 96:10-98:1; 99:14-100:7; 100:21-102:10; 104:3-105:9; 105:16-21; 106:12-108:18; 113:4-115:18; 115:25-116:2; 160:4161:24

Chart C – Effects of Proposed Merger on Current and Potential Contracts

Declaration of T. Golias (PX0253)	¶¶ 15, 17-18, 20
January 11, 2012 Deposition of T. Golias (PX4008)	226:14-227:22; 229:12-230:11
February 10, 2012 Deposition of T. Golias (PX4063)	162:20-174:12; 175:15-176:3; 176:11-178:10

All of the foregoing documents and deposition testimony were designated by Cigna as confidential pursuant to the Protective Order Governing Discovery Material, dated November 18, 2011, entered in this matter. The information contained in these documents is competitively sensitive and is held in strict confidence by Cigna. Public disclosure of these documents is likely to cause direct, serious harm to Cigna’s competitive position. Therefore, pursuant to 16 C.F.R. § 3.45(b), Cigna respectfully moves for *in camera* treatment of the foregoing documents and deposition testimony.

Cigna’s Confidential Documents And Deposition Testimony Warrant *In Camera* Treatment Under The Federal Trade Commission’s Rules Of Practice

The documents and testimony described in this motion warrant *in camera* treatment as provided by 16 C.F.R. § 3.45(b). The code section provides for *in camera* treatment of certain business-related information. Relating to business issues, under 16 C.F.R. § 3.45(b), requests for *in camera* treatment will be granted where public disclosure of the document in question “will result in a clearly defined, serious injury to the ... corporation requesting *in camera* treatment.” *Id.* That showing can be made by establishing that the document in question is “sufficiently secret and sufficiently material to the applicant’s business that disclosure would result in serious competitive injury.” *In re Dura Lube Corp.*, 1999 F.T.C. LEXIS 255, *6 (Dec. 23, 1999) (quoting *General Foods Corp.*, 95 FTC 352, 355 (1980)). In this context, “courts have generally attempted to protect confidential business information from unnecessary airing.” *H.P. Hood & Sons, Inc.*, 58 F.T.C. 1184, 1188 (1961).

Six factors are weighed in determining whether the documents in question are sufficiently sensitive and material that disclosure would result in serious competitive injury:

(1) the extent to which the information is known outside of the applicant's business; (2) the extent to which the information is known by employees and others involved in the applicant's business; (3) the extent of measures taken by the applicant to guard the secrecy of the information; (4) the value of the information to the applicant and its competitors; (5) the amount of effort or money expended by the applicant in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Dura Lube, 1999 F.T.C. LEXIS 255 at *6-*7 (quoting *Bristol-Myers Co*, 90 F.T.C. 455, 456 (1977)).

1. **Cigna Has Preserved The Confidentiality Of The Documents And Information For Which It Seeks *In Camera* Treatment.**

Cigna has taken substantial measures to guard the information contained in the documents identified above by limiting dissemination of such information and taking reasonable steps to protect its confidentiality. *See* Declaration of Thomas Golias, attached hereto as Exhibit 3, at ¶ 2. Such information is only disclosed to particular Cigna employees. *Id.* The information is not known outside of Cigna, except to the extent necessary to engage in contract negotiations, and it would be extremely difficult for Cigna's competitors (other health plans), those medical providers with which Cigna negotiates contracts, and other outside persons to access or duplicate the information contained in the documents and testimony identified in Charts A, B and C. *Id.* These efforts demonstrate that Cigna has gone through great lengths to preserve the confidentiality of this information and such information should not be disclosed publicly, especially where Cigna is not a party to this action.

2. **Disclosure Of The Documents And Information Would Result In Serious Competitive Injury To Cigna.**

A. **Contracts, Provider Network, and Pricing**

Chart A includes documents and certain deposition testimony of Mr. Golias that relate to Cigna's contracts and provider networks, and includes various contracts and amendments to contracts between Cigna and hospitals and other medical service providers. The contracts and amendments contain sensitive information regarding Cigna's negotiations and agreements with various providers, including compensation schedules that list the rates that Cigna pays to hospitals and other medical service providers. Ex. 3, ¶3.

Chart A also contains emails and other communications regarding negotiations of contracts and rates with specific providers, including proposals for rates, counter proposals and discussions of how rates are determined. The e-mails contain references discussing contract terms, current status of contract negotiations, rates, and other information regarding the relationships between Cigna and specific providers. Ex. 3, ¶4.

Finally, Chart A also contains various spreadsheets and data Cigna uses internally for price comparisons among various providers. Ex. 3, ¶5.

As described in the supporting Declaration of Mr. Golias, all of the information contained in Chart A is highly confidential and commercially sensitive, and its disclosure would reveal valuable information regarding the way that Cigna negotiates contracts and determines rates, processes that Cigna has expended numerous hours and many years to develop. Cigna's efforts to negotiate and analyze rates have allowed it to gain a competitive advantage in the marketplace and to better service its insureds and self-funded clients. If such information were disclosed, it could result in serious damage to Cigna's competitive advantage in the marketplace. Ex. 3, ¶¶2-5.

B. Products and Pricing, Market Share, and Contract Negotiation and Strategies

Chart B includes documents and certain deposition testimony of Mr. Golias relating to Cigna's market share of insurance business in the Rockford, Illinois area, information dealing with how Cigna determines pricing in its contracts with providers and its insureds and self-funded clients, Cigna's products, and Cigna's negotiations and strategies. Further, the materials include information specific to the contract relationships Cigna has with various hospitals, detailed information regarding the factors Cigna considers when negotiating contracts, comparisons of reimbursement rates for various hospitals, and comparisons of the relative bargaining power of various providers. These documents and testimony reveal highly confidential and commercially sensitive information regarding how Cigna negotiates contracts and rates with the providers that are part of its network. Its disclosure would reveal valuable information regarding the way that Cigna defines relationships with its providers, a process that Cigna has expended numerous hours and many years to develop. Cigna's negotiation efforts have allowed it to gain a competitive advantage in the marketplace and to better service its insureds and self-funded clients. This is information that could be used by Cigna's competitors for their own advantage in targeting Cigna's providers and analyzing the manner in which Cigna determines its rates. Disclosure of such information could result in serious damage Cigna's competitive advantage in the marketplace. Ex. 3, ¶6.

C. Effects of Proposed Merger on Current and Potential Contracts

Chart C includes and certain deposition testimony of Mr. Golias relating to the possible effects of the proposed merger on the interests of Cigna, including its market share, and its current contracts and possible relationships with specific providers. Such information is highly confidential and commercially sensitive information regarding how Cigna negotiates contracts

and rates with the providers that are part of its network. It contains information relating to historic relationships with certain providers and the status of and prospects for contract negotiations. Disclosure of this information would reveal valuable information regarding the way that Cigna defines relationships with its providers and how rates are determined, processes that Cigna has expended numerous hours and many years to develop. Cigna's negotiation efforts have allowed it to gain a competitive advantage in the marketplace and its insureds and self-funded clients. Disclosure of such information could result in serious damage to Cigna's competitive advantage in the marketplace. Ex. 3, ¶7.

3. **The Public Interest In Disclosure Of The Documents In Question Is Outweighed By The Likelihood Of Serious Competitive Harm To Cigna.**

As a non-party to this matter, Cigna deserves "special solicitude" in its request for *in camera* treatment of its confidential business information. *In the Matter of Kaiser Aluminum & Chemical Corp.*, 103 F.T.C. 500, 500 (1984) (order directing *in camera* treatment for five-year-old sales statistics of non-parties). *In camera* treatment of information encourages non-parties to cooperate with future discovery requests in adjudicative proceedings. *Id.* Cigna has cooperated with the discovery demands in this case, has produced over 3,000 pages of documents and Mr. Golias has been deposed two times in connection with the proposed merger at issue. Conversely, "public understanding of this proceeding does not depend on access to" Cigna's highly confidential information. *Id.* The balance of interests clearly favors *in camera* protection for the documents and deposition testimony identified in this motion. *See Bristol*, 90 F.T.C. at 456 (describing six-factor test for determining secrecy and materiality).

4. **In Camera Protection for the Documents And Testimony Identified in Chart Should Extend Indefinitely.**

The nature of the highly confidential and commercially sensitive information contained in the documents and testimony identified in Charts A-C warrant indefinite *in camera* treatment.

Indefinite *in camera* treatment may be granted where the competitive sensitivity or the proprietary value of the information will not diminish with the passage of time. *In re Coca Cola Co.*, 1990 FTC LEXIS 364 (Oct. 17, 1990). Unlike ordinary business records, such as business plans, marketing plans, or sales documents, which often receive *in camera* treatment for shortened periods of time, the information contained in the documents and testimony of Mr. Golias is extremely sensitive and of such enduring significant proprietary value to Cigna's competitive position and business strategy that its value will not diminish with the passage of time. Accordingly, United respectfully requests that the documents identified in Charts A-C afforded indefinite *in camera* protection.

CONCLUSION

WHEREFORE, for the foregoing reasons, Cigna respectfully requests that the documents and testimony identified in Charts A-C be afforded indefinite *in camera* treatment. A proposed Order is attached hereto as **Exhibit 4**.

Dated: March 20, 2012

Respectfully submitted,

/s/ Jason M. Kuzniar

Jason M. Kuzniar
Cynthia G. Motley
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
55 W. Monroe St., Suite 3800
Chicago, IL 60603
Tel: 312-704-0550
Fax: 312-704-1522
Jason.Kuzniar@wilsonelser.com
Cynthia.Motley@wilsonelser.com

Kathleen H. Warin
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
700 11th Street, N.W.
Suite 400
Washington, D.C. 20001
Tel: 202-626-7660
Fax: 202-628-3606
Kathleen.Warin@wilsonelser.com

*Counsel for CIGNA Corporation and
Connecticut General Life Insurance
Company*

CERTIFICATE

I certify that the electronic copy sent to the Secretary of the Commission is a true and correct copy of the paper original and that I possess a paper original of the signed document that is available for review by the parties or the adjudicator.

/s/ Jason M. Kuzniar
Jason M. Kuzniar

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that on March 20, 2012, a true and correct copy of the foregoing was electronically filed in PDF format using the FTC's E-Filing System, which will send notification of such filing to:

Donald S. Clark
Secretary
Federal Trade Commission
600 Pennsylvania Ave., NW, Room 172
Washington, D.C. 20580

The undersigned further certifies that on March 20, 2012, a true and correct copy of the foregoing was served by electronic mail and overnight mail delivery to:

Hon. D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, D.C. 20580

The undersigned further certifies that on March 20, 2012, a true and correct copy of the foregoing was served on the following attorneys by electronic mail:

Complaint Counsel

Matthew J. Reilly (mreilly@ftc.gov)
Jeffrey H. Perry (jperry@ftc.gov)
Kenneth W. Field (kfield@ftc.gov)
Jeremy P. Morrison (jmorrison@ftc.gov)
Katherine A. Ambrogi (kambrogi@ftc.gov)
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, D.C. 20580

Counsel for OSF Healthcare System

Alan I. Greene
(agreene@hinshawlaw.com)
Matthew J. O'Hara
(mohara@hinshawlaw.com)
Kristin M. Kurczweski
(kkurczweski@hinshawlaw.com)
Hinshaw & Culbertson LLP
222 N. LaSalle St., Suite 300
Chicago, IL 60601

Counsel for Rockford Health System

David Marx, Jr. (dmarx@mwe.com)
William P. Schuman (wshuman@mwe.com)
Amy J. Carletti (acarletti@mwe.com)
McDermott Will & Emery LLP
227 W. Monroe St.
Chicago, IL 60606

Jeffrey W. Brennan (cbrennan@mwe.com)
Carla A.R. Hine (chine@mwe.com)
Nicole L. Castle (ncastle@mwe.com)
Rachael V. Lewis (rlewis@mwe.com)
Daniel G. Powers (dgpowers@mwe.com)
James B. Camden (jcamden@mwe.com)
McDermott Will & Emery LLP
600 13th St., N.W.
Washington D.C. 20005-3096

Michael Iasparro
(miasparro@hinshawlaw.com)
Hinshaw & Culbertson LLP
100 Park Ave.
Rockford, IL 61101

/s/ Jason M. Kuzniar

Jason M. Kuzniar

Exhibit 1



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Bureau of Competition
Mergers IV

March 13, 2012

VIA FEDERAL EXPRESS

Cigna Corporation
c/o Jason M. Kuzniar, Esq.
Wilson Elser Moskowitz Edelman & Dicker, LLP
55 West Monroe Street, Suite 3800
Chicago, IL 60603

**Re: In the Matter of OSF Healthcare System and Rockford Health System,
Docket No. 9349**

Dear Mr Kuzniar:

By this letter we are providing formal notice to Cigna Corporation, pursuant to Rule 3.45(b) of the Commission's Rules of Practice, 16 C.F.R. § 3.45(b), that Complaint Counsel intends to offer the material referenced in Attachment A into evidence in the administrative trial in the above-captioned matter. For your convenience, I have attached the material referenced in Attachment A. The administrative trial is scheduled to begin on April 17, 2012. All exhibits admitted into evidence become part of the public record unless *in camera* status is granted by Administrative Law Judge D. Michael Chappell.

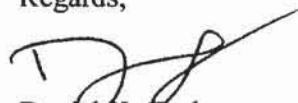
For documents or testimony that include sensitive or confidential information that you do not want on the public record, you must file a motion seeking *in camera* status or other confidentiality protections pursuant to 16 C.F.R. §§ 3.45 and 4.10(g). Judge Chappell may order that materials, whether admitted or rejected as evidence, be placed *in camera* only after finding that their public disclosure will likely result in a clearly defined, serious injury to the person, partnership, or corporation requesting *in camera* treatment. For example, judges have granted *in camera* motions after non-parties to a proceeding demonstrated that public disclosure of commercially sensitive information would expose them to serious competitive disadvantage; that they had taken and continued to take measures to guard the secrecy of the information; and that the documents at issue had not been widely disseminated.

Motions for *in camera* treatment for evidence to be introduced at trial must meet the standards set forth in 16 C.F.R. § 3.45 and explained in *In re Dura Lube Corp.*, 1999 FTC

LEXIS 255 (Dec. 23, 1999); *In re Hoechst Marion Roussel, Inc.*, 2000 FTC LEXIS 157 (Nov. 22, 2000) and 2000 FTC LEXIS 138 (Sept. 19, 2000); *In re Basic Research, Inc.*, 2006 FTC LEXIS 14 (Jan. 25, 2006). Motions also must be supported by a declaration or affidavit by a person qualified to explain the confidential nature of the material. *In re North Texas Specialty Physicians*, 2004 FTC LEXIS 66 (April 23, 2004). For your convenience, I have provided two examples of third-party motions (and their accompanying declarations or affidavits) for *in camera* treatment that were filed and granted in a recent FTC administrative proceeding.

Please be aware that under the current Scheduling Order dated December 20, 2011, the deadline for filing motions seeking *in camera* status is **March 20, 2012**. If you have any questions, please feel free to contact me at (202) 326-2118 or at dzach@ftc.gov or Sarah Swain at (202) 326-2639 or at sswain@ftc.gov. Thank you.

Regards,



Daniel K. Zach

Attachments

Attachment A

In the Matter of OSF Healthcare System, and Rockford Health System, Docket No. 9349
List of Cigna Exhibits Marked by Complaint Counsel

Exhibit No.	Beg Bates	End Bates	Date	Description
PX0253	n/a	n/a	10/25/2011	Declaration of Thomas Golias (CIGNA)
PX4008	n/a	n/a	1/11/2012	Designated Deposition Transcript of Thomas Golias (Cigna)
PX4063	n/a	n/a	2/10/2012	Designated Deposition Transcript of Thomas Golias (Cigna)

Exhibit 2

McDermott Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Milan
Munich New York Orange County Paris Rome Silicon Valley Washington, D.C.

Strategic alliance with MWE China Law Offices (Shanghai)

Carla A. R. Hine
Associate
chine@mwe.com
+1 202 756 8095

March 13, 2012

**VIA E-MAIL JASON.KUZNIAR@WILSONELSER.COM
BY U.S. MAIL**

Jason M. Kuzniar, Esq.
Wilson Elser Moskowitz Edelman & Dicker LLP
55 West Monroe Street, Suite 3800
Chicago, IL 60603-5001

Re: In the Matter of OSF Healthcare System and Rockford Health System, Docket No. 9349

Dear Mr. Kuzniar:

I write on behalf of Respondents to provide notice to your client, CIGNA, of Respondents' intent to offer your client's materials as evidence at the hearing in the above-referenced matter, pursuant to 16 C.F.R. § 3.45(b) and the Scheduling Order issued by Judge Chappell on December 20, 2011. Attached to this letter are testimony excerpts and a list of documents, including a declaration and those documents that your client submitted in response to Civil Investigative Demands and Subpoenas *Duces Tecum* issued by Complaint Counsel and Respondent Counsel in this matter, and that Respondents intend to introduce as evidence at the hearing scheduled to commence on April 17, 2012.

Beg Bates	End Bates	Date	Description / Title
CIGNA 1	CIGNA 69	4/6/2011	Email Chain between David Balan and Jeremy Morrison re: Data Call for Rockford CID
CIGNA 1043	CIGNA 1153	N/A	Managed Care Agreement
CIGNA 1154	CIGNA 1374	8/1/2006	Current Contract between CIGNA and SwedishAmerican Hospital
CIGNA 1375	CIGNA 1536	N/A	Chain of documents related to contract negotiation between CIGNA and SAH
CIGNA 1537	CIGNA 1599	2005	Group Practice Managed Care Agreement between CIGNA and Lakeside Anesthesiology
CIGNA 1600	CIGNA 1734	N/A	Chain of documents related to contract negotiation between CIGNA and Physicians Immediate Care, Ltd.
CIGNA 1735	CIGNA 1754	6/1/2007	Ancillary Services Agreement between CIGNA and Provena Senior Services

Beg Bates	End Bates	Date	Description / Title
CIGNA 1755	CIGNA 1776	6/1/2007	Ancillary Services Agreement between CIGNA and My First Words
CIGNA 1777	CIGNA 1837	5/1/2004	Ancillary Services Agreement between CIGNA and Asta Healthcare
CIGNA 1838	CIGNA1898	6/1/2007	Ancillary Services Agreement between CIGNA and Rockford Orthopedic Surgery Center LLC
CIGNA 1899	CIGNA 1967	10/14/2008	Provider Group Services Agreement between Cigna and University of IL College of Medicine Rockford
CIGNA 1968	CIGNA 1996	N/A	Group Practice Managed Care Agreement between CIGNA and Rock Valley Women's Health Center
CIGNA 1997	CIGNA 2097	N/A	Ancillary Services Agreement between CIGNA and Rockford Ambulatory Surgery Center
CIGNA 2098	CIGNA 2111	9/14/2009	Physician Group Services Agreement between CIGNA and Rockford Radiology Associates
CIGNA 2112	CIGNA 2292	N/A	Standards for Delegation of Credentialing Activities for CIGNA Healthcare of IL (Rockford Clinic)/ Old Group Practice Managed Care Agreement
CIGNA 2293	CIGNA 2345	5/1/2008	Provider Group Services Agreement between Cigna and RNA of Rockford, LLC
CIGNA 2346	CIGNA 2481	11/1/2010	Provider Group Services Agreement between CIGNA and Rockford Orthopedic Associates
CIGNA 2482	CIGNA 2638	3/1/2005	Provider Agreement between CIGNA and Alden Management Services, Inc.
CIGNA 557	CIGNA 702	10/25/2011	Declaration of Thomas Golias; Fee Schedule and Reimbursement Terms with OSF
CIGNA 703	CIGNA877	7/15/2006	Hospital Services Agreement between CIGNA and Rockford Memorial Hospital
CIGNA 878	CIGNA 1042	N/A	Group of documents, emails, and letters from Angela Mcbrayer (CIGNA) re: CIGNA language revisions
CIGNA070	CIGNA554	6/23/2006	Email from Boughey to Freeland and Golias re: Rockford; attached savings analysis for Swedish
FTC-CIGNA-000001	FTC-CIGNA-000018	06/01/2006	Provider Group Services Agreement between Cigna and SwedishAmerican Hospital Association
FTC-CIGNA-000001	FTC-CIGNA-000018	6/1/2009	Provider Group Services Agreement between CIGNA and SAH
FTC-CIGNA-000019	FTC-CIGNA-000035	08/01/2006	Physician Group Services Agreement between CIGNA and Rockford

Beg Bates	End Bates	Date	Description / Title
FTC-CIGNA-000019	FTC-CIGNA-000035	8/1/2006	Physician Group Services Agreement between CIGNA and Rockford Clinic
FTC-CIGNA-000036	FTC-CIGNA-000044	07/01/2006	Amendment re Physician Group Services Agreement between CIGNA and OSF
FTC-CIGNA-000036	FTC-CIGNA-000044	1/25/2007	General Provisions of Agreement between CIGNA and OSF
FTC-CIGNA-000045	FTC-CIGNA-000104	07/01/2006	Rates Only Amendment between CIGNA and OSF
FTC-CIGNA-000045	FTC-CIGNA-000104	5/21/2008	Fee Schedule and Reimbursement Terms between CIGNA and OSF
FTC-CIGNA-000105	FTC-CIGNA-000106	10/11/2006	Letter to J. Smith from M. Ballard re Federal Coding change relating to Hospital Managed Care Agreement
FTC-CIGNA-000105	FTC-CIGNA-000106	10/11/2006	Letter to Joseph Smith (RHS) from Mendy Ballard (CIGNA) with updated DRG schedule
FTC-CIGNA-000107	FTC-CIGNA-000129	07/15/2006	Hospital Services Agreement between CIGNA and Rockford Memorial Hospital
FTC-CIGNA-000107	FTC-CIGNA-000129	7/15/2006	Hospital Services Agreement between CIGNA and Rockford Memorial Hospital
FTC-CIGNA-000130	FTC-CIGNA-000145	07/09/2007	Letter from A. McBayer to K. Lewis re Notice of Increase in Contract Discounts for SwedishAmerican
FTC-CIGNA-000130	FTC-CIGNA-000145	7/9/2007	Letter from Angie McBayer (CIGNA) to Keven Lewis (SAH) re: Notice of Increase in Contract Discount(s)
FTC-CIGNA-000146	FTC-CIGNA-000161	05/30/2008	Letter from A. McBayer to K. Lewis re: Notice of Increase in Contract Discounts for SwedishAmerican
FTC-CIGNA-000146	FTC-CIGNA-000161	5/30/2008	Letter from Angie McBayer (CIGNA) to Keven Lewis (SAH) re: Notice of Increase in Contract Discount(s)

Beg Bates	End Bates	Date	Description / Title
FTC-CIGNA-000162	FTC-CIGNA-000177	06/08/2009	Letter from A. McBrayer to K. Lewis re: Notice of Increase in Contract Discounts for SwedishAmerican
FTC-CIGNA-000162	FTC-CIGNA-000177	6/8/2009	Letter from Angie McBrayer (CIGNA) to Keven Lewis (SAH) re: Notice of Increase in Contract Discount(s)
FTC-CIGNA-000178	FTC-CIGNA-000193	05/27/2010	Letter from A. McBrayer to K. Lewis re: Notice of Increase in Contract Discounts for SwedishAmerican
FTC-CIGNA-000178	FTC-CIGNA-000193	5/27/2010	Letter from Angie McBrayer (CIGNA) to Keven Lewis (SAH) re: Notice of Increase in Contract Discount(s)
FTC-CIGNA-000194	FTC-CIGNA-000211	06/01/2009	Amendment to Hospital Managed Care Agreement between CIGNA and SwedishAmerican
FTC-CIGNA-000194	FTC-CIGNA-000211	6/1/2009	Amendment to Hospital Managed Care Agreement between CIGNA and SwedishAmerican
FTC-CIGNA-000212	FTC-CIGNA-000227	10/01/2008	Rates Only Amendment between CIGNA and SwedishAmerican
FTC-CIGNA-000212	FTC-CIGNA-000227	10/1/2008	Rates only amendement to Hospital Agreement between CIGNA and SAH
FTC-CIGNA-000228	FTC-CIGNA-000243	06/18/2007	Letter from A. McBrayer to K. Lewis re Notice of Increase in Contract Discounts for SwedishAmerican
FTC-CIGNA-000228	FTC-CIGNA-000243	6/18/2007	Letter from Angie McBrayer (CIGNA) to Keven Lewis (SAH) re: Notice of Increase in Contract Discount(s)
FTC-CIGNA-000244	FTC-CIGNA-000290	1/1/2004	Hospital Managed Care Agreement between CIGNA and Van Matre Healthsouth Rehabilitation Hospital
N/A	N/A	10/25/2011	Declaration of Thomas Golias

Beg Bates	End Bates	Date	Description / Title
N/A	N/A	01/11/2012	Thomas Golias Deposition Transcript Designations at 12:24-13:12; 14:18-15:21; 16:11-17; 18:21-19:6; 22:9-14; 24:3-22; 25:3-26:17; 26:24-28:6; 28:13-25; 29:4-30:3; 30:8-32:3; 33:15-20; 34:2-9; 34:15-36:9; 37:2-16; 37:20-38:25; 41:9-43:21; 44:15-45:3; 45:18-46:9; 47:7-18; 49:17-50:25; 52:8-53:16; 53:18-57:12; 64:3-24; 65:2-67:1; 67:13-68:21; 69:10-12; 69:20-71:7; 73:14-76:24; 77:8-79:2; 79:24-81:24; 92:7-93:8; 94:5-13; 100:25-101:9; 106:7-108:6; 109:14-111:2; 112:11-116:25; 117:17-118:20; 119:3-9; 121:1-123:17; 124:4-125:6; 127:12-130:20; 134:15-136:10; 136:22-137:17; 139:8-16; 139:20-141:17; 142:10-143:8; 144:3-146:11; 146:17-147:1; 147:19-154:2; 154:8-156:3; 157:6-159:18; 160:2-161:13; 161:17-25; 163:14-166:9; 167:1-168:9; 171:14-17; 172:19-173:5; 177:24-180:8; 182:21-183:9; 184:4-185:5; 185:16-186:11; 188:8-193:21; 194:17-195:24; 196:18-24; 198:25-199:10; 199:25-201:1; 201:11-202:3; 207:3; 209:2-14; 210:9-23; 215:24-217:6; 218:8; 221:23-24; 222:25; 223:8-18; 224:14; 225:2-11; 225:24-226:11; 227:8-22; 228:11-13; 230:20-231:10
N/A	N/A	2/10/2012	Thomas Golias (CIGNA) Deposition Transcript Designations at 6:24-9:5; 9:18-18:17; 19:15-23:16; 23:21-25:20; 26:17-27:14; 28:4-29:7; 29:9-31:14; 31:16-32:8; 32:20-33:8; 33:22-37:3; 37:22-40:6; 40:19-42:9; 42:21-46:17; 47:23-49:2; 50:9-51:9; 51:23-52:25; 53:5-55:12; 55:18-65:10; 66:2-71:19; 72:6-73:19; 73:23-74:25; 75:3-5; 76:2-12; 77:24-80:9; 80:17-81:8; 81:10-81:21; 82:1-83:7; 83:9-16; 83:20-84:13; 84:15-86:8; 86:12-16; 86:18-20; 87:2-88:12; 88:14-18; 88:21-89:4; 90:2-91:5; 91:7-98:15; 98:19-102:1; 102:3-104:5; 104:17-107:17; 107:19-109:14; 109:16-18; 109:20-110:15; 110:19; 110:21-113:13; 113:15-114:11; 114:14-115:11; 115:13-18; 115:20-116:2; 116:5-17; 116:20-131:6; 131:9-133:22; 134:20-137:8; 137:16-138:10; 138:12-142:12; 142:25-149:21; 150:7-152:17; 152:19-23; 152:25-153:15; 153:20-157:24; 161:12-162:4; 167:3-17; 169:9-174:12; 176:11-177:24

Jason M. Kuzniar, Esq.
March 13, 2012
Page 6

Sincerely,

Carla A. R. Hine

Carla A. R. Hine

DM_US 32345496-1.046498.0021

Exhibit 3

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

In the Matter of:)	
OSF Healthcare System, a corporation, and)	Docket No. 9349
Rockford Health System, a corporation)	PUBLIC

**DECLARATION OF THOMAS GOLIAS IN SUPPORT OF THE
MOTION OF CIGNA CORPORATION AND CONNECTICUT
GENERAL LIFE INSURANCE COMPANY FOR
IN CAMERA TREATMENT OF PROPOSED EVIDENCE**

I, Thomas Golias, declare as follows:

1. I am the Director of Provider Contracting for Cigna Corporation (“Cigna”) Midwest region, which consists of Illinois, Indiana, Minnesota, and Wisconsin. In this role, I am responsible for all of Cigna’s networking and contracting efforts with hospitals and other healthcare providers in that region, which includes overseeing the group of professionals that negotiate contracts with hospitals and physicians, and being personally involved in those contract negotiations. I have been in this position for the past five and one-half years.

2. I have review the Motion of Cigna and Connecticut General Life Insurance Company (“Motion”), seeking in camera treatment of various documents and deposition testimony identified in Charts A through C. Cigna has taken substantial measures to guard the information identified in Charts A through C by limiting dissemination of such information and taking every reasonable step to protect its confidentiality. Such information is disclosed only to particular Cigna employees, and is not known outside of Cigna except to the extent necessary to engage in contract negotiations. Information identified in Charts A through C would be

extremely difficult for Cigna's competitors or other outside persons to access or duplicate. Making public this information would disclose to Cigna's competitors and medical service providers the financial details of Cigna's highly confidential contractual relationships and reimbursement arrangements carefully negotiated with specific participating providers in Cigna's network. Such public disclosure would result in serious and significant competitive injury and potential irreparable harm. Should Cigna's competitors and medical service providers become aware of such information, the effect would be an erosion of Cigna's competitiveness in the market place, and would result in an increase in the overall hospital reimbursement payments by Cigna or its self-funded clients and would result in increased premiums to Cigna's insureds and increased medical expenses to Cigna's self-funded clients.

3. Chart A includes documents and page and line designations from my deposition testimony of January 11, 2012 and February 10, 2012 that relate to Cigna's contracts and provider networks, and includes various contracts and amendments to contracts between Cigna and hospitals and other medical service providers. The contracts and amendments reveal sensitive information regarding Cigna's negotiations and agreements with various providers. The contracts themselves in some instances contain specific compensation schedules that list the rates that Cigna pays to hospitals and other medical service providers. All of this information is highly confidential and commercially sensitive. Its disclosure would reveal valuable information regarding the way that Cigna negotiates contracts and determines rates, processes that Cigna has expended numerous hours and many years to develop. Cigna's efforts to negotiate and analyze rates have allowed it to gain a competitive advantage in the marketplace and to better service its insureds and self-funded clients. If such information were disclosed, it could result in serious damage to Cigna's competitive advantage in the marketplace.

4. Chart A also contains emails and other communications regarding negotiations of contracts and rates with specific providers, including proposals for rates, counter proposals and discussions of how rates are determined. The e-mails contain references discussing contract terms, current status of contract negotiations, rates, and other information regarding the relationships between Cigna and specific providers. The documents reveal highly confidential and commercially sensitive information regarding how Cigna negotiates contracts and rates with the providers that are part of its network. Their disclosure would reveal valuable information regarding the way that Cigna defines relationships with its providers and how rates are determined, processes that Cigna has expended numerous hours and many years to develop. Cigna's negotiation efforts have allowed it to gain a competitive advantage in the marketplace and to better service its insureds and self-funded clients. Disclosure of such information could result in serious damage Cigna's competitive advantage in the marketplace.

5. Chart A also contains various spreadsheets and data Cigna uses internally for price comparisons among various providers. This is highly confidential and commercially sensitive information regarding Cigna's contracts and rates. These documents reveal sensitive information regarding the manner in which Cigna negotiates rates and contracts with providers. This is information that could be used by Cigna's competitors for their own advantage in targeting Cigna's providers and analyzing the manner in which Cigna determines its rates. Disclosure of such information could result in serious damage to Cigna's competitive advantage in the marketplace.

6. Chart B includes documents and page and line designations from my deposition testimony of January 11, 2012 and February 10, 2012 relating to Cigna's market share of insurance business in the Rockford, Illinois area, information dealing with how Cigna determines

pricing in its contracts with providers and its insureds and self-funded clients, Cigna's products, and Cigna's negotiations and strategies. Further, the materials include information specific to the contract relationships Cigna has with various hospitals, detailed information regarding the factors Cigna considers when negotiating contracts, comparisons of reimbursement rates for various hospitals, and comparisons of the relative bargaining power of various providers. These documents and testimony reveal highly confidential and commercially sensitive information regarding how Cigna negotiates contracts and rates with the providers that are part of its network. Its disclosure would reveal valuable information regarding the way that Cigna defines relationships with its providers, a process that Cigna has expended numerous hours and many years to develop. Cigna's negotiation efforts have allowed it to gain a competitive advantage in the marketplace and to better service its insureds and self-funded clients. This is information that could be used by Cigna's competitors for their own advantage in targeting Cigna's providers and analyzing the manner in which Cigna determines its rates. Disclosure of such information could result in serious damage Cigna's competitive advantage in the marketplace.

7. Chart C contains page and line designations from my deposition testimony of January 11, 2012 and February 10, 2012 relating to the possible effects of the proposed merger on the interests of Cigna, including its market share, and its current contracts and possible relationships with specific providers. Such information is highly confidential and commercially sensitive information regarding how Cigna negotiates contracts and rates with the providers that are part of its network. It contains information relating to historic relationships with certain providers and the status of and prospects for contract negotiations. Disclosure of this information would reveal valuable information regarding the way that Cigna defines relationships with its providers and how rates are determined, processes that Cigna has expended numerous hours and

many years to develop. Cigna's negotiation efforts have allowed it to gain a competitive advantage in the marketplace and its insureds and self-funded clients. Disclosure of such information could result in serious damage to Cigna's competitive advantage in the marketplace.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on this 20th day of March, 2012.



Thomas Golias

Exhibit 4

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

In the Matter of:)	
)	
OSF Healthcare System, a corporation, and)	Docket No. 9349
)	
Rockford Health System, a corporation)	PUBLIC
)	

[PROPOSED] ORDER

Non-parties CIGNA Corporation and Connecticut General Life Insurance Company (“CIGNA”), filed a motion for *in camera* treatment of confidential business information and contained in various documents and deposition testimony of Thomas Golias of Cigna, which have been identified by Complaint Counsel and Respondents’ Counsel as potential exhibits.

IT IS HEREBY ORDERED that Cigna’s Motion is GRANTED. The information set forth in Cigna’s exhibits as followed will be subject to *in camera* treatment under 16 C.P.R. § 3.45 and will be kept confidential and not placed on the public record of this proceeding:

- FTC-CIGNA 000001-000290
- CIGNA 30-35; 38-43; 50-54; 56
- CIGNA 70-71; 75-113; 119; 121-141; 143-146; 148-163; 173-186; 189-203; 208; 238-239; 251-252; 257-288; 312; 348; 395-403; 412-424; 427-431; 442-456; 465; 476-554
- CIGNA 72-74
- CIGNA 114-118; 120
- CIGNA 187-188
- CIGNA 204-207; 253-256
- CIGNA 209-237
- CIGNA 240-250

- CIGNA 349-364
- CIGNA 365-394
- CIGNA 425-426
- CIGNA 432-441; 457-464
- CIGNA 466-475
- CIGNA 557-2638
- October 25, 2011 Declaration of Thomas Golias (PX0253)
- January 11, 2012 Deposition of Thomas Golias (PX4008) – 29:17-22; 30:13-31:2; 172:4-16; 18:21-19:6; 20:18-21:14; 22:9-24; 27:15-25; 37:2-40:2; 40:23-44:14; 45:18-47:18; 48:9-49:16; 50:7-25; 51:6-57:12; 60:4-25; 61:8-63:19; 65:20-66:25; 67:13-71:23; 74:3-76:24; 77:8-78:25; 79:24-81:1; 106:7-108:13; 109:14-111:2; 112:11-113:14; 114:3-21; 115:13-116:25; 117:10-118:3; 119:4-125:17; 125:25-156:3; 165:13-166:9; 167:1-168:9; 169:22-171:12; 176:21-177:23; 178:15-180:8; 191:25-193:20; 194:17-195:24; 197:19-198:14; 202:3-25; 203:13-204:9; 206:12-207:22; 211:5-12; 215:8-17; 215:24-216:19; 217:8-14; 217:21-220:9; 222:1-24; 223:20-224:2; 226:14-227:22; 229:12-230:11
- February 10, 2012 Deposition of Thomas Golias (PX4063) -- 118:18-142:12; 144:3-157:25; 10:25-18:24; 19:15-20:24; 22:1-23:4; 29:1-29:19; 33:22-36:19; 38:23-42:9; 44:25-46:3; 50:9-51:22; 54:12-55:12; 56:2-57:13; 58:10-62:10; 63:17-65:10; 67:7-19; 72:18-73:19; 81:10-84:13; 91:7-93:13; 96:10-98:1; 99:14-100:7; 100:21-102:10; 104:3-105:9; 105:16-21; 106:12-108:18; 113:4-115:18; 115:25-116:2; 160:4161:24; 162:20-174:12; 175:15-176:3; 176:11-178:10.

IT IS FURTHER ORDERED that only authorized Federal Trade Commission personnel, and court personnel concerned with judicial review may have access to the above-referenced information, provided that I, the commission, and reviewing courts may disclose such *in camera* information to the extent necessary for the proper disposition of the proceeding.

ORDERED: _____
D. Michael Chappell
Administrative Law Judge

Dated: _____