which the court shall determine whether entry of the proposed Final Judgment ''is in the public interest.'' In making that determination, the court may consider—

(1) The competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration or relief sought, anticipated effects of alternative remedies actually considered, and any other considerations bearing upon the adequacy of such judgment;

(2) The impact of entry of such judgment upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. 16(e) (emphasis added). As the United States Court of Appeals for the D.C. Circuit recently held, this statute permits a court to consider, among other things, the relationship between the remedy secured and the specific allegations set forth in the government's complaint, whether the decree is sufficiently clear, whether enforcement mechanisms are sufficient, and whether the decree may positively harm third parties. *See United States* v. *Microsoft*, 56 F.3d 1448, 1461–62 (D.C. Cir. 1995).

In conducting this inquiry, ''[t]he Court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process.'' [12] Rather,

[a]bsent a showing of corrupt failure of the government to discharge its duty, the Court, in making its public interest finding, should * * * carefully consider the explanations of the government in the competitive impact statement and its responses to comments in order to determine whether those explanations are reasonable under the circumstances.

United States v. *Mid-America Dairymen, Inc.*, 1977–1 Trade Cas. (CCH) ¶ 61,508, at 71.980 (W.D. Mo. 1977).

Accordingly, with respect to the adequacy of the relief secured by the decree, a court may not ''engage in an unrestricted evaluation of what relief would best serve the public.'' *United States* v. *BNS, Inc.*, 858 F.2d 456, 462 (9th Cir. 1988) (citing *United States* v. *Bechtel Corp.*, 648 F.2d 660, 666 (9th Cir.), *cert. denied*, 454 U.S. 1083 (1981)); *see also Microsoft*, 56 F.3d at 1460–62. Precedent requires that

the balancing of competing social and political interests affected by a proposed antitrust consent decree must be left, in the first instance, to the discretion of the Attorney General. The court's role in protecting the public interest is one of insuring that the government has not breached its duty to the public in consenting to the decree. The court is required to determine not whether a particular decree is the one that will best serve society, but whether the settlement is ''*within the reaches of the public interest.*'' More elaborate requirements might undermine the effectiveness of antitrust enforcement by consent decree.[13]

The proposed Final Judgment, therefore, should not be reviewed under a standard of whether it is certain to eliminate every anticompetitive effect of a particular practice or whether it mandates certainty of free competition in the future. Court approval of a final judgment requires a standard more flexible and less strict than the standard required for a finding of liability. ''[A] proposed decree must be approved even if it falls short of the remedy the court would impose on its own, as long as it falls within the range of acceptability or is 'within the reaches of public interest.' '' [14]

VIII. Determinative Documents

There are no determinative materials or documents within the meaning of the APPA that were considered by the United States in formulating the proposed Final judgment.

Respectfully submitted,

Donald J. Russell,

Chief, Telecommunications Task Force, U.S. Department of Justice, Antitrust Division, 1401 H Street, NW, Suite 8000, Washington, DC 20530, (202) 514–5621.

Dated: December 30, 1998.

Certificate of Service

I hereby certify that copies of the foregoing Plaintiff's Competitive Impact Statement were served by hand and/or first-class U.S. mail, postage prepaid, this 30th day of December, 1998 upon each of the parties listed below:

Betsy Brady, Esq (by hand), Vice President-Federal Government Affairs, Suite 1000, 1120 20th Street, NW, Washington, DC 20036, (Counsel for AT&T Corp.).

Kathy Fenton (by hand), Jones, Day, Reavis and Pogue, Suite 700, 1450 G Street, NW, Washington, DC 20005, (Counsel for Tele-Communications, Inc.).

Peter A. Gray,

Counsel for Plaintiff.

[FR Doc. 99–824 Filed 1–13–99; 8:45 am]

BILLING CODE 4410–11–M

[12] 119 Cong. Rec. 24598 (1973). *See United States* v. *Gillette Co.*, 406 F. Supp. 713, 715 (D. Mass. 1975). A ''public interest'' determination can be made properly on the basis of the Competitive Impact Statement and Response to Comments filed pursuant to the APPA. Although the APPA authorizes the use of additional procedures, 15 U.S.C. 16(f), those procedures are discretionary. A court need not invoke any of them unless it believes that the comments have raised significant issues and that further proceedings would aid the court in resolving those issues. *See* H.R. Rep. 93–1463, 93d Cong. 2d Sess. 8–9 (1974), *reprinted in* U.S.C.C.A.N. 6535, 6538.

[13] *Bechtel*, 648 F.2d at 666 (emphasis added); *see BNS*, 858 F.2d at 463; *United States* v. *National Broadcasting Co.*, 449 F. Supp. 1127, 1143 (C.D. Cal. 1978); *Gillette*, 406 F. Supp. at 716. *See also Microsoft*, 56 F.3d at 1461 (whether ''the remedies (obtained in the decree are) so inconsonant with the allegations charged as to fall outside of the 'reaches of the public interest' '').

[14] *United States* v. *American Tel. and Tel. Co.*, 552 F. Supp. 131, 151 (D.D.C. 1982), *aff'd sub nom., Maryland* v. *United States*, 460 U.S. 1001 (1983) (quoting *Gillette Co.*, 406 F. Supp. at 716); *United States* v. *Alcan Aluminum, Ltd.*, 605 F. Supp. 619, 622 (W.D. Ky. 1985).

DEPARTMENT OF JUSTICE

Antitrust Division

[Civil Action No. 1:98 CV 2172]

United States v. Medical Mutual of Ohio; Public Comments and United States' Response to Comments

Pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)–(h), the United States publishes below the comment received on the proposed Final Judgment in *United States* v. *Medical Mutual of Ohio*, Civil Action 1:98 CV 2172, United States District Court for the Northern District of Ohio, Eastern Division, together with the response of the United States to the comment.

Copies of the response and the public comment are available on request for inspection and copying in Room 400 of the U.S. Department of Justice, Antitrust Division, 325 7th Street, NW., Washington DC 20530, and for inspection at the Office of the Clerk of the United States District Court for the Northern District of Ohio, Eastern Division, 201 Superior Ave., Cleveland, Ohio, 44114.

Rebecca P. Dick,

Director of Civil Non-Merger Enforcement, Antitrust Division.

Response of the United States to Public Comments

Pursuant to the requirements of the Antitrust Procedures and Penalties Act (the ''Tunney Act''), 15 U.S.C. 16(b)–(h), the United States hereby responds to public comments received regarding the proposed Final Judgment.

On September 23, 1998, the United States filed a Complaint alleging that Medical Mutual of Ohio (''Medical Mutual'') unlawfully reduced hospital discounting and price competition among hospitals in the Cleveland, Ohio

area in violation of section 1 of the Sherman Act, 15 U.S.C. 1, by requiring hospitals wishing to do business with it to agree to a ''Most Favorable Rates'' (''MFR'') provision. Simultaneously, the United States filed a proposed Final Judgment, a Stipulation signed by all parties agreeing to the entry of the proposed Final Judgment, and a Competitive Impact Statement (''CIS'').

The proposed Final Judgment and CIS were published in the **Federal Register** on Thursday, October 1, 1998 at 63 FR 52,764 (1998). A summary of the terms of the proposed Final Judgment and the CIS and directions for the submission of written comments were published in the *Washington Post* for seven consecutive days from September 27 through October 3, 1998 and in the *Cleveland Plain Dealer* from September 27 through October 3, 1998. The 60-day period for public comment expired on December 1, 1998.

The United States received one comment on the proposed Final Judgment, from University Hospitals of Cleveland (''UHC''). Although UHC does not oppose the entry of the proposed Final Judgment, it requests that the Final Judgment be broadened to address certain of Medical Mutual's other contracting practices which, UHC believes, are as pernicious to competition as Medical Mutual's use of MFR provisions. After careful consideration of UHC's comment, a copy of which is attached to this Response, the United States has concluded that the additional relief suggested by UHC is unrelated to the violations investigated by the Department and alleged in the Complaint. For that reason, once the comment and the Response have been published in the **Federal Register** pursuant to 15 U.S.C. 16(d), the United States will move the Court to enter the proposed Final Judgment.

I. Background

As explained more fully in the Complaint and CIS, defendant Medical Mutual is the largest commercial health care insurer in the Cleveland Region. With more than 730,000 enrollees there, Medical Mutual covers approximately 36% of the commercially insured population and accounts for approximately 25 to 30% of commercial payments to local hospitals. Nearly all of the Cleveland hospitals depend on Medical Mutual for the largest share of their commercial business.

The Complaint alleges that starting in 1986, Medical Mutual successfully imposed a MFR provision in all of its contracts with acute care hospitals in the Cleveland Region. Such provisions, sometimes referred to as ''Most Favored Nations'' or ''MFN'' provisions, typically require that a buyer health plan receive a rate at least as low as the lowest rate the medical provider charges any other plan. Medical Mutual's MFR provision, however, required hospitals to charge any smaller commercial health plan rates substantially higher—15 to 30% higher—than it charged Medical Mutual. This buffer gave Medical Mutual a significant advantage over its rivals in the purchase of hospital services and insulated Medical Mutual's plans from price competition.

The Complaint also charges that Medical Mutual's enforcement of its MFR clause prevented Medical Mutual's competitors from lowering their hospital costs through more efficient or better management of hospital services, raised the cost of hospital services and health insurance for businesses and consumers in the Cleveland area, and suppressed innovation in the local health insurance industry. The United States believes that these actions, along with the other conduct alleged in the Complaint, violated section 1 of the Sherman Act.

In September 1998, the parties stipulated that the proposed Final Judgment be entered by this Court to settle this action. The proposed Final Judgment, if entered, will enjoin and restrain Medical Mutual from adopting, maintaining, or enforcing in the Cleveland Region a Most Favorable Rates requirement or any policy, practice, rule, or contractual provision having the same purpose or effect. In addition, the proposed Final Judgment will prohibit Medical Mutual from directly or indirectly requiring hospitals participating in its panels to disclose the rates such hospitals charge any non-governmental payer except in extremely limited circumstances.

II. Response to Public Comment

UHC submitted the only comment in response to the proposed Final Judgment, urging that the proposed Final Judgment be modified to address other allegedly anticompetitive contracting schemes by Medical Mutual, not just its use of the MFR provision. Specifically, UHC alleges that Medical Mutual has entered into a fourteen-year restrictive agreement with UHC's main competitor in the Cleveland area, the Cleveland Clinic Foundation (''CCF''), which explicitly provides that the rates CCF charges Medical Mutual will dramatically increase if Medical Mutual includes UHC or UHC's affiliate hospital in its ''SuperMed'' managed care panels. UHC believes that this provision violates the antitrust laws by reducing consumers' choice of health care providers, stifling competition, and raising UHC's costs of doing business.

The United States believes that UHC's comment provides no justification for reconsidering the merits of the proposed Final Judgment. First, selective or exclusionary contracting is not necessarily anticompetitive. *See Smith* v. *Northern Michigan Hospitals, Inc.*, 703 F.2d 942 (6th Cir. 1983) (''not all exclusive dealing contracts even by a monopolist are illegal''). Indeed, selective or exclusive contracting by health plans and providers can in some circumstances be procompetitive; health plans and providers can use such provisions to direct patient volume to providers in exchange for lower prices and/or higher quality services, and any savings can be passed on to subscribers in the form of lower premiums. *See Jefferson Parish Hospital District No. 2* v. *Hyde*, 466 U.S. 2, 45 (1984); *U.S. Healthcare, Inc.* v. *Healthsource, Inc.* 986 F.2d 589, 594 (1st Cir. 1993); *Interface Group* v. *Massachusetts Port Auth.*, 816 F.2d 9, 11–12 (1st Cir. 1987).

Second, the agreement between Medical Mutual and CCF that UHC alleges is anticompetitive is far outside the scope of the Department's investigation, which was limited to Medical Mutual's use and enforcement of its MFR provision. The Department did not purport to investigate—or remedy through the proposed Final Judgment—all possible anticompetitive conduct by Medical Mutual. Nothing in the proposed Final Judgment limits the ability of the Department to look into other anticompetitive conduct by Medical Mutual in the future, or restricts the right of private parties, including UHC, to pursue the full range of remedies available under the antitrust laws.

III. The Legal Standard Governing the Court's Public Interest Determination

Section 2(e) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(e), requires that the Court's entry of the proposed Final Judgment be in the public interest. The Act permits a court to consider, among other things, the relationship between the remedy secured and the specific allegations set forth in the government's complaint, whether the decree is sufficiently clear, whether enforcement and compliance mechanisms are adequate, and whether the decree may harm third parties. *See United States* v. *Microsoft Corp.*, 56 F.3d 1448, 1461–62 (D.C. Cir. 1995). Consistent with Congress' intent to use consent decrees as an effective tool of antitrust enforcement, the Court's function is ''not to determine whether the resulting array of rights and

liabilities is the one that will best serve society, but only to confirm that the resulting settlement is within the reaches of the public interest.'' *Id.* at 1460 (internal quotations omitted); *see also United States* v. *Bechtel Corp.*, 648 F.2d 660, 666 (9th Cir.), *cert. denied*, 454 U.S. 1083 (1981). As a result, a court should withhold approval of a proposed consent decree ''only if any of the terms appear ambiguous, if the enforcement mechanism is inadequate, if third parties will be positively injured, or if the decree otherwise makes 'a mockery of judicial power.' '' *Massachusetts School of Law at Andover, Inc.* v. *United States*, 118 F.3d 776, 783 (D.C. Cir. 1997) (quoting *Microsoft*, 56 F.3d at 1462). None of these conditions are present here. The proposed Final Judgment is closely related to the allegations of the Complaint, the terms are unambiguous, the enforcement mechanism adequate, and third parties will not be harmed by entry of this Judgment. The conduct investigated—Medical Mutual's use of a MFR clause to inhibit competition—is fully remedied in the proposed Final Judgment. The fact that Medical Mutual may be acting in other ways detrimental to competition is simply not the issue here, and can be addressed by means still available to UHC.

IV. Conclusion

The United States has concluded that the proposed Final Judgment reasonably, adequately, and appropriately addresses the harm alleged in the Complaint. As required by the Tunney Act, the United States will publish the public comment and this response in the **Federal Register**. After such publication, the United States will move this Court for entry of the proposed Final Judgment based on this Court's determination that the Decree is in the public interest.

Respectfully submitted,

Paul J. O'Donnell,

Jean Lin,

Frederick S. Young,

Attorneys, Antitrust Division, Health Care Task Force, U.S. Dept. of Justice, 325 7th Street, NW., Suite 400, Washington, DC 20530, (202) 616–5933.

Emily M. Sweeney,

United States Attorney, Northern District of Ohio, 1800 Bank One Center, 600 Superior Ave., E., Cleveland, Ohio 44114–2600, (216) 622–3600.

Federal Express
December 7, 1998.

Re: *United States* v. *Medical Mutual of Ohio*

The Hon. Gail Kursh,

Chief, Healthcare Task Force, 325 Seventh Street, NW, Room 404, Antitrust Division, Department of Justice, Washington, DC 20530.

Dear Ms. Kursh: We represent University Hospitals of Cleveland (''UHC'') and hereby submit these comments regarding the proposed consent decree (the ''Consent Decree'') entered into by the United States of America and Medical Mutual of Ohio (''Medical Mutual'') on September 23, 1998. The Consent Decree abrogates Medical Mutual's requirement that any hospital in the Cleveland area wishing to do business with it agree to a ''Most Favorable Rates'' (''MFR'') provision. In announcing the Consent Decree, the Justice Department stated that: ''[a]s a result of the Department of Justice's settlement of this suit, competition in the health insurance and hospital services market will be restored in the Cleveland area for the benefit of businesses and consumers.'' UHC submits these comments because UHC believes that the Consent Decree should be broadened to address Medical Mutual's other equally egregious contracting practices that directly impact and lessen competition in the Cleveland area market place.[1] The MFR provision is but one means used to suppress competition. We urge, based on considerations of justice, fairness and expediency, that the Consent Decree be modified to deal specifically with Medical Mutual's other anticompetitive contracting schemes, not just its use of the MFR provision.

While the Consent Decree purports to rectify Medical Mutual's anticompetitive conduct, it focuses almost exclusively on Medical Mutual's use of the MFR provision, which requires Cleveland area hospitals to charge any non-governmental health plan with a total dollar volume of services lower than that of Medical Mutual, rates equal to or higher than the rates such hospitals charge Medical Mutual for services to its traditional indemnity subscribers. To avoid significant penalties for violating the MFR provision, Cleveland area hospitals charged Medical Mutual's competitors significantly more, often 15%-30% more, than they have charged Medical Mutual for identical services.

The Competitive Impact Statement in this case found that the MFR provision directly increased the costs of hospital services for other plans, businesses, and consumers and discouraged innovation in the design of health insurance plans and in the delivery of hospital services. The Consent Decree prohibits Medical Mutual from ''adopting, maintaining, or enforcing in the Cleveland Region a Most Favorable Rates Requirement or any policy, practice, rule or contractual provision having the same purpose or effect.'' However, the Consent Decree fails to address another equally anticompetitive provision found in Medical Mutual's contracts for its SuperMed products.

Medical Mutual's SuperMed products refer to a group of health insurance programs, including SuperMed Classic, a preferred provider organization; SuperMed Plus, a hospital and physician preferred provider organization; SuperMed Select, a hospital and physician point-of-service plan; and SuperMed HMO, a health maintenance organization. Under SuperMed, insureds are permitted to receive their care from a closed panel of physicians and hospitals offered by SuperMed.

Since their creation in 1991, Medical Mutual SuperMed products have never been included in a Medical Mutual contract with UHC. Their absence from Medical Mutual's contracts with UHC is explained by an anticompetitive, exclusionary provision found in Medical Mutual's SuperMed contract with the Cleveland Clinic Foundation (''CCF''), UHC's primary competitor in the Cleveland region. UHC has been advised that the Medical Mutual/CCF SuperMed contract (the ''Contract'') provides that the rates that CCF charges Medical Mutual will dramatically increase if Medical Mutual contracts for SuperMed insurance with UHC or UHC's affiliated hospital, University Hospitals Health System Bedford Medical Center (''Bedford'').[2] UHC and Bedford are the only hospitals identified in the Contract as triggering this substantial monetary penalty.[3] Medical Mutual has indicated to UHC that the extent of this rate increase would be so draconian that Medical Mutual will not consider contracting with UHC for SuperMed insurance until the Contract expires. The Contract has a fourteen-year term and was entered into only two or three years ago.

The Contract's provision targeting UHC (the ''Target provision'') has had the same effect as Medical Mutual's MFR provision. Both stymie competition in the Cleveland area, raise prices for competitors, businesses and consumers, and discourage product and pricing innovation in the delivery of hospital services. This provision automatically bars UHC's access to patients while inhibiting consumer choice. Patients enrolled in the SuperMed products cannot realistically make provider choices based on cost and quality of service because of the exorbitant financial penalties associated with using out-of-network services.

As the Complaint in this action indicates, Medical Mutual is the largest commercial health insurer in the Cleveland area. It has over 730,000 enrollees in the Cleveland area, constituting 36% of the commercially insured population, and is approximately twice the size of its closest competitor. As the Complaint also alleges, Medical Mutual accounts for approximately 25%–30% of commercial payments to Cleveland area hospitals, and nearly all of these hospitals depend on Medical Mutual for the largest share of their commercial business. Within the Medical Mutual lines of insurance, the

[1] For purposes of these comments, UHC adopts the definition of ''Cleveland area'' set forth in the Consent Decree, which refers to Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, and Wayne Counties in Ohio.

[2] Review of the Contract is necessary for the Department of Justice to investigate Medical Mutual's anticompetitive contracting practices. Accordingly, the Contract should be reviewed by the Department of Justice and lodged in the public record to facilitate public comment.

[3] Bedford is located in Cuyahoga County and its primary competitor is Marymount Hospital, which is affiliated with CCF.

SuperMed products comprise the substantial majority of its health insurance business. Moreover, Medical Mutual's enrollment has been steadily increasing in market share among commercial insurers for the last five years. Medical Mutual's increasing domination of the commercial insurance market makes its refusal to deal with UHC for SuperMed products a growing concern for Cleveland area patients and businesses and for competition as a whole.

The Target provision will have significantly negative financial effects in the Cleveland area marketplace. The two biggest, most diversified hospitals in the Cleveland area are UHC and CCF. Both hospitals offer a wide range of primary through tertiary inpatient and ambulatory services; both hospitals have over 1,000 beds and hundreds of physicians on staff; and both hospitals discharged approximately 40,000 patients last year. Meanwhile, the other secondary hospitals in the Cleveland area are not thriving or have become part of the CCF system. Mount Sinai Medical Center's financial problems have been reported in the press. Meridia Hillcrest Hospital, Fairview General Hospital and Metrohealth medical Center have all either merged with or become affiliated with CCF. It is not unrealistic to project that through acquisitions or attrition, the future of the Cleveland area market will devolve to the two largest competitors, UHC and CCF. Because of these economic realities, Cleveland area residents and businesses have a substantial interest in free and unfettered competition in order to ensure the long-term health of all competitors.

In the years that the Contract has been in place, UHC has aggressively worked to counteract the effects of the Target provision by actively marketing its services, reconfiguring its finances, and focusing on other sectors of the population. However, these measures cannot sustain UHC in the long term. UHC increasingly has been meeting its operating expenses by relying on its endowment as opposed to its operating revenues.

The purpose and effect of the Target provision is to alter UHC's patient mix in a way which seriously reduces UHC's operating revenue. Equally important, patient choice is being undermined by the anticompetitive agreement between Medical Mutual, the area's most prolific private health insurer, and CCF.

Conclusion

The proposed Consent Decree purports to restore competition in the health insurance and hospital services markets in the Cleveland area. Although it takes a much needed and significant step in that direction, its failure to address the Target provision in the Medical Mutual/CCF SuperMed contract substantially undercuts the effectiveness of the Consent Decree in achieving its stated purpose. UHC urges the Department of Justice to expand the inquiry into Medical Mutual's anticompetitive practices and to rectify Medical Mutual's blatantly restrictive and unlawful agreement with CCF. Failure to do so will deprive consumers of choice of their health care providers, reduce competition in the Cleveland area and drive up UHC's costs of doing business.

Very truly yours,

Charles E. Koob.

[FR Doc. 99–825 Filed 1–13–99; 8:45 am]

BILLING CODE 4410–11–M

DEPARTMENT OF JUSTICE

Immigration and Naturalization Service

Agency Information Collection Activities: Comment Request

ACTION: Notice of information collection under review; application for certificate of citizenship in behalf of an adopted child.

The Department of Justice, Immigration and Naturalization Service has submitted the following information collection request for review and clearance in accordance with the Paperwork Reduction Act of 1995. The proposed information collection is published to obtain comments from the public and affected agencies. Comments are encouraged and will be accepted for ''sixty days'' until March 15, 1999.

Written comments and suggestions from the public and affected agencies concerning the proposed collection of information should address one or more of the following four points:

(1) Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;

(2) Evaluate the accuracy of the agencies estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;

(3) Enhance the quality, utility, and clarity of the information to be collected; and

(4) Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

Overview of this information collection:

(1) *Type of Information Collection: Reinstatement without change of previously approved collection.*

(2) *Title of Form/Collection:* Application for Certificate of Citizenship in Behalf of an Adopted Child.

(3) *Agency form number, if any, and the applicable component of the Department of Justice sponsoring the collection:* Form N–643, Adjudications Division, Immigration and Naturalization Service.

(4) *Affected public who will be asked or required to respond, as well as a brief abstract:* Primary: Individuals or Households. This information collection allows United States citizen parents to apply for a certificate of citizenship on behalf of their adopted alien children.

(5) *An estimate of the total number of respondents and the amount of time estimated for an average respondent to respond:* 11,159 responses at 1 hour per response.

(6) *An estimate of the total public burden (in hours) associated with the collection:* 11,159 annual burden hours.

If you have additional comments, suggestions, or need a copy of the proposed information collection instrument with instructions, or additional information, please contact Richard A. Sloan 202–514–3291, Director, Policy Directives and Instructions Branch, Immigration and Naturalization Service, U.S. Department of Justice, Room 5307, 425 I Street, NW., Washington, DC 20536. Additionally, comments and/or suggestions regarding the item(s) contained in this notice, especially regarding the estimated public burden and associated response time may also be directed to Mr. Richard A. Sloan.

If additional information is required contact: Mr. Robert B. Briggs, Clearance Officer, United States Department of Justice, Information Management and Security Staff, Justice Management Division, Suite 850, Washington Center, 1001 G Street, NW., Washington, DC 20530.

Dated: January 7, 1999.

Richard A. Sloan,

Department Clearance Officer, United States Department of Justice, Immigration and Naturalization Service.

[FR Doc. 99–801 Filed 1–13–99; 8:45 am]

BILLING CODE 4410–18–M

DEPARTMENT OF JUSTICE

Immigration and Naturalization Service

[INS No. 1971–99]

Announcement of District Advisory Council on Immigration Matters Fifth Meeting

AGENCY: Immigration and Naturalization Service, Justice.

ACTION: Notice of meeting.

SUMMARY: The Immigration and Naturalization Service (Service) has established a District Advisory Council on Immigration Matters (DACOIM) to provide the New York District Director