TRANSCRIPT
TOWN HALL TELECONFERENCE

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SUGGESTED AUDIENCE: Liability Insurance (Including Self-Insurance), No-Fault Insurance, and Workers' Compensation Responsible Reporting Entities- Question and Answer Session.

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FTS-HHS HCFA

Moderator: John Albert
August 18, 2009
12:00 pm CT

Coordinator: Welcome. All participants are in a listen-only mode. During the question and answer portion of the call, please press star 1 is you would like to ask a question. Today's call is being recorded. If you have any objections, please disconnect at this time. I will now turn the meeting over to Mr. Bill Decker. Thank you, you may begin.

Bill Decker: Thank you, operator. Good afternoon everybody, if you're in the Mountain or Western Time Zone, good morning. My name is Bill Decker, I'm with CMS in Baltimore, Maryland. This is a NGHP - that is Non-Group Health Plan - National Teleconference Call. If you're a GHP or RRE, this is not the call for you. You can come back when we have a GHP call.

I have some other folks here with me on the call today. First, I have Barbara Wright. I also have (Bill Zabonia) and I have Patricia, who is going to be talking with you in a little bit. I'm going to open it up though today with introductory remarks from Barbara Wright, who has a few things to say before I turn it over to Pat Ambrose - that's Patricia, Pat Ambrose. And Pat will then have a few things to say after Barbara does and then we're going to open it up to questions.

We probably are not going to have a lot of introductory material for you today so that may be a bright spot for this call. So Barbara, I'll turn it over to you. Thanks,

Barbara Wright: Thanks, Bill. What we wanted to let everyone know before we open it up for Q&A, as most of you should know, we put out language in draft that has to do with who is an RRE. And it proposes some changes from what was on the - what's in the current user guide. Now comments were coming in through the 16th. We have not been through all of them. We looked at them enough to know there's a number of people who thought what we did was just great and there's an equal number of people that have concerns in the opposite direction.

So we're not really - until we can make it through all those and evaluate them, we're not really in a position to answer RRE questions. But we will be happy to take questions on anything else.

As is our norm on these calls, we would ask that anyone who signs on for question limit themselves to one question with a short follow up so that we can get in as many people as possible.

Bill Decker: And now I'll turn it over to Pat, who has a few things to say, perhaps.

Patricia Ambrose: I have just one announcement and that is a reminder for you to look at Section 18.2 of the User Guide, which explains the escalation process. Once you've reported a problem to your EDI representative, if you feel that issue needs to be elevated to a higher level, the escalation process for that is described in Section 18.2. And that's the only thing that I have as a special announcement today.

Bill Decker: Thanks, Pat. One more thing from me and that is as Barbara already mentioned, please try to limit yourself to one question and one follow up question. Also, when you come on and announce your name, please also tell us what entity you are with, what firm or what RRE or whatever you are, you are speaking for. Thanks a lot.

Barbara Wright: Operator, I have one other quick thing. In terms of mass torts, a number of people have written in to our Resource mailbox and said they'd like to be involved in that group. I believe a few requests may have come in through telephone and other voice mail, etcetera. And we will try to locate those. But anyone who has not specifically sent a message to our Resource mailbox and wants to be involved in any tort - mass tort discussion group needs to send a specific message to that Resource mailbox because that's going to be our sort of touch stone to make sure we get as many people as possible.

Bill Decker: Okay, Barbara, thank you. And operator, we're ready to turn it over to anybody on the call who has questions.

Coordinator: All right. And again, if you do have a question, please press star 1. That is star 1 if you have a question. And our first question comes from Victoria Vance. Your line is open.

Victoria Vance: Good afternoon, thank you. I am with the law firm of Tucker Ellis & West in Cleveland, Ohio. My question concerns the issue of hospitals and medical doctors and when they write off bills or offer other service recovery gestures, has it been determined whether those sorts of actions will trigger reporting under this program?

Barbara Wright: That is still under discussion. We hope to have something out within the next couple of weeks.

Victoria Vance: Okay, very good. And my only other observation, you may have heard about this in your most recent User Guide, the Volume 2.0 that just came out. I think there may be some text that seems to be missing around Pages 74 and 75.

Barbara Wright: Yes, you're absolutely correct. There's a paragraph missing at the top of - or the end of a paragraph missing at the top of Page 75. We're working to correct that and add it back in as soon as possible. It should be out there in a matter of days.

Victoria Vance: Great. Thank you, that's all I have.

Coordinator: Your next question comes from (George Tuland). Your line is open.

(George Tuland): Yes, hi, Barbara, this is George Tuland, I live in Utah. And I left you a voicemail yesterday but I just wanted to bring to your attention, if you don't already know, we've had a couple of instances in which we've had customers register on the COBC Web site for the...

Patricia Ambrose: (George), can you speak up a little bit?

(George Tuland): Sure. Can you hear me now?

Patricia Ambrose: Yes, must better.

(George Tuland): Okay. We've had a couple instances, one on or about the first of June and most recently last week where a customer registers on the COBC Web site for their authorized rep, etcetera. Myself and other individuals are designated by them as account designees. And when the hyperlink that comes in the automated email is generated, that link to the account designee does not go to

that particular customer's site on the COBC Web site. Rather it goes to some other customer or some other entity.

Patricia Ambrose: That is a problem that we have not yet - I have not yet seen reported. Please make sure that you have contact (unintelligible) representative. It is possible for that link to get regenerated by the account manager. They can take you through that process.

Again, I'm not familiar with that problem. If it was a global issue, I think that, you know, we'd have a lot more reports about as we go through time.

(George Tuland): Yeah, well there was two separate customers and they both got sent to an identical wrong customer with no relationship to them whatsoever and they were able to access the Web site and see all their personal information for that particular customer.

In addition, I know our vendor that we're using for this has encountered the same thing when they're...

Patricia Ambrose: You know, again, I need you to have these people report this problem, go through the proper procedures to find on the Web site and in the User Guide to report this to an EDI representative...

(George Tuland): One of the customers did...

Patricia Ambrose: With all the reporting information. And if you have not received adequate response, please look at Section 18.2 of the User Guide where there is an escalation process documented.

(George Tuland): The customer - I know the one in June did go to the EDI rep to have it addressed.

Patricia Ambrose: And if they have not had it addressed, then it should be escalated. Otherwise...

(George Tuland): I said they did have it addressed.

Patricia Ambrose: Okay.

(George Tuland): All right.

Patricia Ambrose: Did you have another question?

(George Tuland): No, we only get one question so that's it unless you allow me to ask a second one.

Barbara Wright: Well, we said you could have a follow up, (George).

(George Tuland): Okay, my follow up doesn't relate to this, it has something else.

Barbara Wright: Well, are you going to tell us what it is?

(George Tuland): Okay, all right, I didn't want to violate the rules. I just wanted a little clarification of when to populate the claim auxiliary record? I understand if we have a Medicare beneficiary and that beneficiary passes away, okay, is that automatically the trigger that we have to enter the claimant record or there some contingency that the surviving spouse and/or an estate exists and are receiving some kind of Medicare-related benefits or could be exposed to maybe coverage...

Barbara Wright: (George), you're still looking at the beneficiary being the injured party.

(George Tuland): Right.

Barbara Wright: And if the state of someone else is the one that's not claiming on behalf of them, yes, you need to submit the auxiliary record for that information. The other times you would have the auxiliary record - and Pat, correct me if I'm wrong - when we're dealing with multiple TPOCs.

Patricia Ambrose: Yeah, that's correct.

(George Tuland): Right, I'm not talking about multiple TPOCs. Just the trigger is, if the surviving spouse is making the claim on Medicare, correct/

Barbara Wright: The surviving spouse or if it's being followed up on by the beneficiary's estate, you would still report the auxiliary file to show the beneficiary's estate.

(George Tuland): Okay, thank you.

Barbara Wright: Okay.

Coordinator: Your next question comes from (Dan Anders). Your line is open.

(Dan Anders): Hi, this is (Dan Anders) from (Med Allocators). I had a question as a reporting agent, we'd like to know whether we will be able to request conditional payment information without a specific consent form from the claimant but rather some type of a global consent from the RRE to do the investigation?

Barbara Wright: First of all, let me reiterate like I always do, that that's not really a 111 question. Anyone who's requesting conditional payment information has to

request it through the MSPRC. But the only way they're going to be able to help you is if the case has previously been self-identified to the coordination benefits contractor.

So there isn't going to be any conditional payment information available unless and until someone has self-identified the case to the COBC and they have sent information to our Medicare secondary payer recovery contractor who's established a record where they're compiling information about path claims. That's the only way anyone's going to have any conditional payment information before there's actually a settlement, judgment or award.

(Dan Anders): So we would still have to go through the process of contacting...

Barbara Wright: Right.

(Dan Anders): The coordination of benefits contractor and report it...

Barbara Wright: Yeah.

(Dan Anders): There. And it - okay.

Barbara Wright: Okay, yes, it'll still have to be the regular process. But the other thing is if, for instance, let's say there's a liability insurer that wants conditional payment information. Even if that case has been self identified and flows through the process as the Medicare secondary payer recovery contractor is compiling information, they aren't going to release them for conditional payment information to the liability insurer unless the liability insurer has a consent to release form signed by the beneficiary.

Liability insurer has no rights whatsoever with respect to that one until there's been a settlement, judgment or award.

(Dan Anders): Okay, thank you.

Coordinator: Your next question comes from Erin Zuiker, your line is open.

Erin Zuiker: Hi, yes, thanks, this is Erin Zuiker with Smith Moore Leatherwood in North Carolina. And I had a question, one was regarding the hospital write offs and I understand the first woman asked that. In terms of that do you think - I know you haven't answered it fully. Are you anticipating any threshold if in fact there is a write off that's reportable?

Barbara Wright: We would likely have whatever threshold we currently have in place for TPOCs or ROM.

Erin Zuiker: Okay, do you have any - I know you said a couple of weeks. Is that - that's been answered similarly for a couple...

Barbara Wright: And I keep expected to have information through various sources that haven't come through yet.

Erin Zuiker: Okay. And the other question that I had that I've had outstanding for a while in terms of sponsored or clinical trials and that was also answered in that it was going to be forthcoming. Has there been any more movement in terms of...

Barbara Wright: That we have language that's in the process of being drafted right now.

Erin Zuiker: But at this point you can't let me know if it's...

Barbara Wright: Nope.

Erin Zuiker: Okay, well, thank you.

Coordinator: Your next question comes from (Stacy Boling). Your line is open.

(Stacy Boling): Yes, this is (Stacy Boling) with (Optocomp). I just wanted to see if you had some sort of an estimated timeframe for when questions forward through the Resource mailbox will be responded to?

Barbara Wright: It depends on what you're talking about.

(Stacy Boling): Okay.

Barbara Wright: If you're looking for individual responses, we don't do individual responses to the mailbox or we would never even make it a third of the way through there and spend our whole time doing that. We use what comes in the Resource mailbox to adjust or clarify, you know, what takes place on these calls and to ultimately update our User Guide.

If there's some particular issue that's not being addressed, send us a reminder if you really believe it's not being addressed. We're still receiving some emails as simple as tell me whether or not the insurer or the TPA is the RRE. And that's the depth of the question. And obviously that type of thing we're addressing in many different ways...

(Stacy Boling): Right.

Barbara Wright: But we're not right back to the individual to give them an answer.

(Stacy Boling): Okay, that's fine. And if I'm looking for an individual response then, I would just go through the EDI coordinators, even if it was not specific to an RRE that was registered and to that point of an assignment?

Patricia Ambrose: You may call the general EDI department number. That can be found on the COBC secure Web site Home Page and also in the User Guide.

(Stacy Boling): Okay.

Patricia Ambrose: Or if you happen to find a specific representative, then you should contact that individual.

(Stacy Boling): Okay.

Barbara Wright: But the EDI reps are basically dealing with technical issues. If what you're looking for is essentially an advisory opinion or something like that in terms of whether or not you're an RRE, we are simply not issuing individual statements along that line. We would have no way to even remotely accomplish that for the number of entities involved. The entities will have to apply the rules that we put on our Web site.

(Stacy Boling): Okay, understood.

Barbara Wright: Thank you.

Coordinator: Your next question comes from Clare Bello, your line is open.

Clare Bello: Good afternoon. My name is Clare Bello, I'm with Vertical Claims Management. I have a couple of questions on the use of a foreign address.

Some of our clients are foreign captives, they're offshore captives. They do not necessarily have a US tax ID number and so we may be falling into that Section 11.2.6, Use of the Foreign Addresses.

And I just wondered if you could clarify for me what is the process in terms of contacting the COBC directly for registration of a foreign address or a foreign corporation without a TIN number? And then my follow up question is, what is needed that constitutes a US address for that captive? Does it have to be an actually office or location of the captive or can it be sort of an attorney in fact type of US address?

Patricia Ambrose: Well, the process in place is to report it to - to contact the EDI department. The can't advise or answer you directly but those are going on a follow up list for (SEMA) because obviously an answer does need to be provided to that specific circumstance.

And it really depends on the specific circumstances. In some cases you might be advised to use the name and address and TIN of a managing agent that's located in the United States. But we're not saying that that is true in all cases. So that does need specific review.

Man: Also remember that in an EIN, you can use interchangeably. So if your captive insurance company has a US EIN, that effectively can be reported as their TIN.

Barbara Wright: And we have also said that captives can be reported by their parent entity. So if the parent has a US TIN and address, that may be your easiest route to actually go in terms of not having to make special arrangements or anything else is to have it registered by the parent company.

Clare Bello: The issue - the situation in which we're running into this are pretty - are with group captives, where they're all unaffiliated but they've come together specifically for the captive process. So there's no parent. There are members to the captive, the captive doesn't have an EIN or a TIN. So we should call and see if a managing - the US managing company can be the RRE.

Barbara Wright: Can you hang on just a second? Okay, we'd like you to send something into the Resource mailbox telling the situation you're talking about more because those of us here at least heard you say essentially it's a group of entities that are banding together and calling themselves a captive but they don't have, at least from what we've heard so far, necessarily any kind of appropriate structure or anything.

Clare Bello: Correct. Yeah, I'll be happy to send some details. I mean, there's corporate structure but it's not your typically fellow captive that's owned by a particular parent.

Man: Yeah, the - for our purposes in cases like these, we need to have enough detail in the submission that you're going to give us to let us understand how this particular arrangement works. For all of you on the call, remember that we're trying - we need to be dealing with US addresses principally. We need to be dealing with US tax ID numbers or EINs principally. And we need to be getting to that on the end of the road on any of these sorts of arrangements. So that's where we want to try to go.

Barbara Wright: Yeah. But of course, what may be a side issue in the one that you're looking at is really whether or not the so-called captive is by itself, actually an RRE or whether it's really the members and without more information, that's an aspect we need to look at for yours.

Man: Right.

Clare Bello: Okay, I will email the question in.

Barbara Wright: Okay, thank you.

Clare Bello: Thank you. Oh wait, the second part of the question is can you use an attorney in fact for a US address?

Barbara Wright: I don't think we've addressed that yet so let us talk about it internally. I understand what you're - several of the entities we've talked to, Pat and Bill, have had attorney in fact who operate for them here in the United States. But I don't think we've made any formal decision on that. So let us - include that in your question too or as a separate question.

Clare Bello: I will do so, thank you.

Man: Here, previous to your question, so we are considering it.

Clare Bello: Great, thank you.

Man: Next question , operator.

Barbara Wright: Operator?

Man: Operator?

Coordinator: And our next question comes from Anthony Filiato, your line is open.

Anthony Filiato: Hello?

Barbara Wright: Yes.

Anthony Filiato: Sorry, it's Anthony Filiato with the Signal Mutual. Going through the new User Guide, I'm still looking for some type of guidance on occupational disease places where you're requiring a listing of the first date of exposure in situations where we're dealing with primarily a worker's comp situation where an employee may have been exposed 40, 50 years ago and there's no way for the current RRE to know what that date was.

And in fact, by law in the most worker's compensation statutes, there's no need for them to know it. And I know this has been asked before but the response we keep getting is you need to have it and I'm still dealing with the situation of impossibility. And when what we should be putting in these boxes.

Barbara Wright: Well, you need to at least put your best estimate and document for yourself why it's the best estimate. Remember that as long as that date is before they actually become a Medicare beneficiary an in most situations it's not going to make any difference in terms of any recovery claim we might have. And if it's worker's compensation, since Medicare has been secondary to worker's compensation since the inception of the program, you know, it's not going to make any difference to us period, as long as it's the date prior to your entitlement to Medicare.

Anthony Filiato: Well, thank you, excellent. That's the - your response of best estimate is more than I've heard before. So thank you for that.

Barbara Wright: But you do need to document your own records how you're arriving at that. It's not sufficient to say, well, our date of incident would be 12/5/2005 so that's our best estimate for the real one too.

Anthony Filiato: Right. As a follow up, the issue for us in the worker's compensation field is we don't actually - we're not the one - it's usually the last date of employment that you're dealing with, that you're paying for. And that's - especially in our (unintelligible) involves the Long Shore Act. So here is a little bit different, you know, I presume what you're saying is if we have some testimony somewhere saying I started working on the docks in 1952, we should...

Barbara Wright: Yeah, I would document where you get it from and it needs best - like I said, it can't simply be a default to your required date of incidence because you don't have anything else.

Anthony Filiato: Okay, I - our concern here, of course, is putting down something and trying to be held to it when obviously it's just an estimate or a - our best approximation.

Barbara Wright: But again, that's why I'm saying your should have some internal record of how you arrived at that date.

Anthony Filiato: Okay, thank you.

Coordinator: Your next question comes from (Weston Green). Your line is open.

(Weston Green): This is (Weston Green), Specialty Risk Services. You recently clarified that PIP and MedPay are to be treated as a single no-fault policy limit and reported - or singly. The problem we've got is that we can have those claims come to us sequentially.

In other words, the MedPay claim comes in to us, we exhaust our policy limits there, close it out. That would trigger, you know, an ORM termination report to you and then the claimant comes back and says, I'm eligible for PIP benefits, I want to make a PIP claim. And we would open a new claim line with a new claim number to it. And we've got some confusion on our end. How are we supposed to then report that to you?

Do we in someway take back the original termination based on exhausted policy limits or where do we go with that?

Barbara Wright: In terms of - if you have a sequentially and you don't know about it, then if you reported the one MedPay and you reported that you had ORM and then it was terminated. So if you've reported that, again, we're assuming this is MedPay and PIP that are on this same policy. So it would be the same record essentially - and Pat, I'm going to ask you to confirm this - essentially you would be doing - I don't remember whether it's a key field is my problem, Pat. They would essentially have to show that ORM was open again.

Patricia Ambrose: Yes, you may send in an update record to modify the ORM termination date to either extended or change it back to all zeros, indicating that it's open-ended. You may do that on the same record. That would work.

Barbara Wright: And then all you would do is you wouldn't report that it had termed again until you'd reached the exhaust for both of them.

Patricia Ambrose: Now you did indicate that your second - the PIP would come under a different claim number?

Anthony Filiato: That's correct. Our system would number it separately.

Patricia Ambrose: So it's the same policy number but two different claim numbers.

Anthony Filiato: Correct.

Barbara Wright: If it has a separate claim number, you know, I think we're fine either way. If you either want to just open up a new record with a new claim number or you want to amend or update the prior ORM record.

Patricia Ambrose: From a technical perspective, that is correct. We have no issue with that. So you could alternatively take the second PIP claim and report that as a - and add and it would create, you know, a separate record that you would maintain then under the second claim number. So actually either way.

Barbara Wright: It would probably come down to which is easiest for you, if in your system you have two separate claim numbers, you would probably want to submit a second record. If it's the same claim number, because it's the same policy number, then you might in fact want to do the update so it just reopens the one record.

Patricia Ambrose: Correct. We're in that other situation of having two different claim numbers so we'd probably go that route instead. Thank you.

Coordinator: Our next question comes from (Ken Shefsick), your line is open.

(Ken Shefsick): Yes, this is (Ken Shefsick) from (Reliance Insurance Company and Liquidation). And first I want to thank you for the draft alert on insurance company liquidations and I had one question in regards to that.

You had indicated that liquidators are to report on distributions made as opposed to settlements. Is the cutoff date though for the settlement the same as

all the other insurance carriers that is - that would be settlements after 1/1/2010 and then distributions made on those settlements?

Barbara Wright: Yeah.

(Ken Shefsick): Is that what you're proposing?

Barbara Wright: I'm assuming that you're talking about TPOC type situations, yes.

(Ken Shefsick): But I'm not sure what you mean by the TPOC situation. We would - in other words, if we settled a claim against the estate on 1/1/2000 - or 12/31/2009, we would never report that one to the - to CMS but we would report the one that was made - another settlement made on 1/1/2010? That would be reported?

Barbara Wright: Assuming these are TPOC settlements, judgments or awards, that they're not some type of settlement that is setting up continuous ongoing responsibility to pay medicals by the entity.

(Ken Shefsick): Right, right. Well, these would be bulk settlements that would...

Barbara Wright: Right.

(Ken Shefsick): We settle at once and then as we liquidate assets, we would make payments on that settlement over time.

Barbara Wright: Yeah.

(Ken Shefsick): Which you would - which would be multiple TPOCs.

Barbara Wright: Are you making multiple payments because it's some type of structured settlement? In which case....

(Ken Shefsick): No, no, it's - we're making multiple payments as we liquidate assets. We're going to - and we determine our liabilities - the liabilities in state, we determine how much we're going to pay claimants at a given point in time. So we may start out paying them whatever, 10% this year and then give them another - next year we may give them another 15%. And until we finally liquidate the entire estate.

Barbara Wright: Yeah, you are going to have multiple TPOCs and you aren't going to have to report until it meets the threshold. But you're going to have to use all of the TPOCs together to figure out whether or not the threshold met. That is, all TPOCs, 1/1/2010 or later.

(Ken Shefsick): So those would be all settlements made after 1/1/2010 or later? Because we've made settlements since 2003 when we went into liquidation. You don't expect us to report on those settlements made until after - until those made after 1/1/2010?

Barbara Wright: You only have to report on those 1/1/2010 or later. You cannot really report on ones prior to 1/1/2010 unless you're also reporting in conjunction with a situation where there is ORM. In that case, we allow you to report TPOCs that are prior to 1/1/2010.

(Ken Shefsick): Okay, thank you.

Coordinator: You're next question comes from (Nicki Lahon). Your line is now open.

(Nicki Lahon): Hi, we had a question. This is (Nicki Lahon) from LWCC. It's in regards to the 713 alert that y'all published. We sent it to our EDI rep and she forwarded a response saying that we needed to send the question to the Resource mailbox and I wanted to see if we could get a response.

LWCC will have more than five TPOCs to report basically on almost all of our loss time claims because we're including our weekly and monthly indemnity payments as TPOCs. The alert states that our worker's comp statute has to specifically preclude the indemnity payments from including any direct or in direct payment for past, present or future medical expenses.

Our statute doesn't want to specifically preclude these payments, although our claim system doesn't allow the indemnity payments to include any medical payments. So how would y'all suggest that we report the TPOCs in the file layout?

Man: Hang on a second, Barbara. One thing before we give you an answer, can you please give us your name and your company?

(Nicki Lahon): It's (Nicki Lahon) with LWCC.

Bill Decker: Thanks.

Barbara Wright: Okay, could you hang on a second?

(Nicki Lahon): In our world, yes. I told it to the operator before though and she was, like, okay, hold on, hold on. I'm like, okay (unintelligible). That's not Mississippi - 281. Is that Virginia? (Unintelligible).

Barbara Wright: Okay, we think there's some confusion on your part. If you read the alert in full, the last sentence it says that if the state law has this preclusion or exclusion that you don't report the periodic payments. But it says otherwise, these payments are considered to be part of and reported as ORM.

So if you don't have a state law that kicks it into the position where you're not reporting them at all, then you have an obligation to report them as ORM.

(Nicki Lahon): That was our question though because we have more than five TPOCs...

Patricia Ambrose: But when you're reporting ORM, ongoing responsibility of medical, you do not report the individual payment amount.

(Nicki Lahon): Okay. So they wouldn't qualify as TPOCs but would just qualify - meet our obligation for ORM.

Patricia Ambrose: Correct. All you're doing is reporting the claim with the ORM indicator equal to Y and the other pertinent information but you would not be putting those indemnity payment in your TPOC amount field.

(Nicki Lahon): That makes this much easier. Thank you.

Patricia Ambrose: Okay.

(Nicki Lahon): That's it.

Coordinator: You're next question comes from (Marshall Frick). Your line is open.

Patricia Ambrose: Operator, we still have the last caller on the line.

Barbara Wright: She's off now, I think.

Patricia Ambrose: Okay.

(Marshall Frick): This is (Marshall Frick) from (FM Claims Management) and we represent a number of small mutual insurance companies. They lack the technological sophistication to do this by electronic data transfer and will need to do this manually. Can you tell me if forms are available that can be emailed in order to do the reporting?

Barbara Wright: No. If someone doesn't have in house the technological capability, then the expectation is that they will find someone to act as their agent to do the actual physical reporting to them. Our system or set up allows for the authorized representative to designate both an account manager as well as account designees to take care of the physical transfer of data. As we've said on at least a couple of calls, we are looking at some time in the future to see if we can better accommodate very small entities. But right now the requirement is for the electronic submission of data.

(Marshall Frick): So then you're forcing these very small companies to spend a large sum of money in order to accomplish something that could easily be done. I'm talking about companies that may only need to report between five and ten claims per year.

Man: We do have a requirement for all reporters, all RREs, to , at this point, to submit our data to us electronically as it's described in the appropriate User Guides. And right now, that's what we are expecting all RREs to do.

As Barbara has mentioned, we are working toward getting a simpler data transmission method available but that is a future change in our process and right now is not available.

(Marshall Frick): Okay.

Man: There is no paper-based transmission of information for RRE reporting available to anyone.

(Marshall Frick): Okay, thank you.

Coordinator: Our next question comes from (Tracy Tregger). Your line is open.

(Tracy Tregger): Hi, this is (Tracy Tregger) with (Safe Corporation and Sale Morgan).

Patricia Ambrose: Go ahead.

(Tracy Tregger): Can you hear me?

Patricia Ambrose: Yes.

(Tracy Tregger): Okay, we had submitted a question and we were hoping to maybe run this by you and get your impressions on it. As a worker's compensation insurer, we're responsible for capturing and reporting product liability information based on what's on the User Guide at this point. And although the work injury may have been caused by a defective machine or product, we are not the insurer for the product liability dispute. And if anything, we are party to the dispute.

And we kind of felt like the insurance company for the product should be the RRE providing information to you regarding that particular law suit. And we're wondering why worker's compensation insurers are being required to report the product liability information?

Barbara Wright: First of all, as we've said on some other calls when we have the mass tort group and work on that, we expect to work on product liability issues as well. We want to narrow that requirement down because we don't want information every - as the example I've used several times is we don't want product liability information every time someone happens to be burned by a frayed toaster wire or every time something along that line happens.

In terms of product liability information, though, to the extent of what you're talking about and we may end up narrowing it this way, I'm not saying we will. Part of what we're looking for is product liability information that allows us to group and deal with recoveries more effectively as a group or that allows us to better know what's being claimed and released.

If you've got asbestos exposure, then, you know, that is product liability in many situations. So that would be more the type of thing that we're probably going to end up with looking at being reported, not to have every time someone happens to catch their finger in a press or get hit by a truck in the course of their employment, etcetera. So it - as we've said before, that is something we want to look at narrowing when we're talking about mass torts.

(Tracy Tregger): Okay, so you're - what you're saying is it may end up in something that's quite a bit bigger than, you know, for example, you know, there was a suit sometime ago regarding (numatic) knives. So you're going to want us to capture that sort of information so that you can piece it all together?

Man: Can you hang on for just a second? We're going to do a little sidebar conversation here.

Woman: So they want us to give - I thought you said it was...

(Tracy Tregger): They can hear you. They can hear.

Woman: That's true.

Barbara Wright: We're back. Did you have a follow up question or...?

(Tracy Tregger): So I guess what I'm hearing from you folks is that, you know, when we get the mass tort group together, which I think we asked to be a party to, they'll be a better definition for the worker's compensation insurers on kind of where this is going to go?

Barbara Wright: Yeah, that's one of the aspects we want to work on certainly, even if it's worker's compensation injury. If it's really tied into some type of mass tort, like an MDL or something, yes, we may still need credit liability information reported. But would I expect it to be part of every liability claim or every worker's compensation claim, no.

(Tracy Tregger): Okay, so even if it was a situation where we may - or the injured worker may be filing liability suit against a manufacturer, either a product or chemicals and so forth, there may be situations where we wouldn't capture and report that then?

Barbara Wright: I can't give you anything more definitive right now. I mean, we're going to work on narrowing it so you don't end up reporting it for every single type of

worker's compensation injury. But I would expect that there will be some situations where we will still need the information.

(Tracy Tregger): Okay. All right, thank you.

Barbara Wright: Thank you.

Coordinator: Our next question comes from (Cynthia Stackhouse). Your line is open.

(Cynthia Stackhouse): Hello, my name is (Cynthia Stackhouse), thank you so much for taking my phone call. I'm so glad I got on and I'm calling from Union Pacific Railroad. I do have one question that is kind of a - it keeps seems to surface up and this is on the ORM. We don't fall under worker's comp, we actually fall under the (FILA) guidelines which I know you heard that term before.

But our question is the actually Union, you know, has a insurance company that does handle all of the on duty injuries. And the railroad at times will take responsibilities for co-pays, co-insurance. And we were wondering, is the initial report that we're supposed to file as the RRE for the ongoing responsibility for Medical, does that also include when we do pick up co-insurance or physical therapy or any charges that may perhaps be denied by the primary carrier or the amount that is the patient's responsibility after they have considered the charges?

Barbara Wright: I'm not sure you could hear the reply that came back from back in the room, yes. The way you've described it, you've essentially got to parties that are primary to Medicare. And both of them would have their independent reporting responsibilities.

(Cynthia Stackhouse): Okay, then. So it is - and I guess - not as a follow up but also - and I want to make sure that I'm looking at this right on Page 51 on the User Guide. It states that even though we haven't settled the case, are we to start monitoring or keeping track of the claims that we are making payment on after July 1st, 2009, so it would be part of the initial reporting...

Barbara Wright: Let's take a step back; is the person a Medicare beneficiary or not?

(Cynthia Stackhouse): Yes, this would be a...

Barbara Wright: If they're a Medicare beneficiary, then what you've described to us is ongoing responsibility for medicals and you're going to report that ongoing responsibility for medicals. You aren't going to report any specific dollar amounts.

(Cynthia Stackhouse): Okay. But that would also be on the initial reporting - on that 1/1/2010, right?

Barbara Wright: If you had that ORM on July 1, even if it started July 1, 2009. Let's say you picked up that ROM in June 2009. Then you would have to report that ORM on your first report. But the trigger dates for ROM do go back to 7/1/09 or to ORM that's in existence as of 7/1/09.

The January 1, 2010 is specifically for TPOCs settlements, judgments, awards or other payments.

(Cynthia Stackhouse): Right. That is - and I - that was my next question. All right then, well, thank you so much for taking my call, I appreciate it.

Barbara Wright: You're welcome.

Coordinator: Our next question comes from (Susan Cornloose). Your line is open.

(Susan Cornloose): Hi, this is (Susan Cornloose), I'm from the New York State Insurance Fund. A while ago you had talked about the possibility of limiting the amount of time, that you had query cases where there was no anticipation of ongoing compensation or medical payments. And you asked people to give you possible recommendations because we didn't think that a doctor was going to sign off and say that this claim is not going to need any more cost related medical treatment. And we haven't heard anything after that. That was quite a few months ago.

I know that we had put a suggestion in, possibly saying that we should submit a termination date for ORM if it's possibly more than five years from the last date of treatment. Hello?

Barbara Wright: We're here.

(Susan Cornloose): Okay.

Barbara Wright: I guess one of our questions for that - and we haven't seen anyone give an answer is what do we do particularly in those states where they have lifetime responsibility? And if it's - obviously for the lesser injuries at some point, treatment may run out.

(Susan Cornloose): Right.

Barbara Wright: But particularly where someone has a joint replacement or something like that, where there is routinely an expectation that yeah, another 15 years you're going to need another knee or another this. The simple fact that it's run out

doesn't necessarily - that, you know, there's been no treatment currently doesn't mean that it really shouldn't be open.

So you know, we've heard your suggestion of five years but we haven't come to any further conclusion of any way to simply stop ORM yet.

(Susan Cornloose): Okay. Another question is if we have a care where ORM is terminated and subsequently reinstated and we have to report, we have to send this as an add. But we might not be liable from the date of accident and how would we report that?

Patricia Ambrose: Well, actually it would be an update to, in a sense, open your ORM back up.

(Susan Cornloose): Okay - but - well, if we weren't - if it hadn't been reported or even if it had and it terminated, a lot of times if there's maybe a third party action, we're not liable of a certain period of time and then we - the case is reinstated, how would we let you know...

Barbara Wright: When you say you're not liable because there's a third party action...

(Susan Cornloose): We're in a credit taking position.

Barbara Wright: I'm sorry?

(Susan Cornloose): We would be - we would make no more comp or medical payments for a certain period of time.

Barbara Wright: Because?

(Susan Cornloose): Because we're in a credit taking position, claim is settled as third party action.

Barbara Wright: Meaning, you're saying the claimant got a liability settlement...

(Susan Cornloose): Right, right.

Barbara Wright: Can you hold on a second?

(Bill Zabonia): For secondary to both - the compensation and the liability, your credit is against the liability company, not necessarily against us.

(Susan Cornloose): Right.

(Bill Zabonia): So you may end up with responsibility to pay us and we would still have the authority to - not to pay the current ongoing claims which could be referred to either you or the other carrier.

Barbara Wright: Now as a practical matter, if you've had ORM responsibility and it's terminated because someone's gotten a liability settlement and that liability settlement includes a bunch of claims that you didn't pay, presumably we would have done any necessary recovery action with that. And by the time you pick up again, you would be paying for ongoing medicals.

But Mr. (Zabonia) is correct, that we are - when we are secondary to two types of insurance, it's not that we have to negotiate between those two. We are in fact secondary to both of them. Until our medical bills are paid, we can go against either settlement - either type of insurance to take care of any claims that we've actually paid.

(Susan Cornloose): Well, usually during that time we pay no medical payments.

Barbara Wright: We understand what you're saying but we're telling you that under the law, we are secondary to you and it's - we're entitled to refuse payment on the basis of your responsibility as well as on the basis of any responsibility of any liability entity.

(Bill Zabonia): In other words, you've reached an agreement with another party with respect to obligations to pay claims. We are not a party to that agreement.

(Susan Cornloose): Right.

(Bill Zabonia): We do not recognize therefore that agreement and we would go after either or both of the responsible parties. If you needed to pay us, it would be up to you to resolve the disputes between you and the other party - with the other party, not put is in the middle of it.

(Susan Cornloose): We don't pay any medical though. We usually tell them the claimant's liable during that period.

Barbara Wright: What we're saying is that it's not an adequate defense against a Medicare claim. If you are primary to us, we're entitled to pursue recovery through the - let's say you're talking a worker's comp case. We're entitled to pursue recovery against worker's comp if we wish to do so.

So you know, can I tell you how this will work out in a particular case, depending on all the records - no. In terms of what we have to tell you about the legal rules, we are in fact secondary to both you and any liability insurance.

(Susan Cornloose): Okay. So we would just report the ORM then?

Barbara Wright: Yes.

(Susan Cornloose): All right, thanks.

Coordinator: Our next question...

(Susan Cornloose): I wish (Frank) was here because I don't understand what the hell they just said. They said in anything with a third party that they're secondary to us and...

Barbara Wright: Your line is still open, you might want to mute it.

Coordinator: Our next question comes from (Mary Jo McGrown). Your line is open.

(Mary Jo McGrown): Yes, thank you, (Mary Jo McGrown) with Louis Dreyfuss Corporation. If an individual has authority to bind, does that individual have to be an employee of that company?

Patricia Ambrose: This is a question about the authorized representative?

(Mary Jo McGrown): Yes.

Man: Yes, our answer is yes.

(Mary Jo McGrown): Okay.

Man: The authorized representative has to be able to bind the company. It's not someone that's just hired to sign the contract.

Patricia Ambrose: She asked if they have to be an employee of the RRE.

(Mary Jo McGrown): If they have the authority to bind.

Man: That's right. They're entering into - they're the ones signing the agreement with the government. They will be binding the RRE for that agreement and to that agreement with the government.

Barbara Wright: Now someone did submit a question recently and I think they were going to follow up with email to distinguish what - if you have your phone on speakerphone could you mute it? They had two separate responses; one was the person was an employee of the company but wasn't necessarily in the same division as the CEO, could the company make them the authorized rep. We don't have any concerns about that as long as the company says the person is able to bind the company, that's fine.

The second situation was, though, they said we have a parent company that's going to be the RRE and we have a subsidiary or an affiliate or something else and the person we want to be the authorized rep is that other company, not someone who could normally bind the parent company to a contract.

In that case, no, we wouldn't expect that person to be the authorized rep. We expect it to be someone who can really bind the parent company or the one who is actually the RRE.

(Mary Jo McGrown): Okay. With that then, can a joint venture be a subsidiary of an RRE?

Man: Someone is off - who's - there is someone authorized to bind the joint venture.

(Mary Jo McGrown): Yes, okay.

Man: That individual can be the authorized rep.

Man: Can sign for the...

Man: Can sign for the joint venture.

Man: Right.

Man: If the joint venture is the RRE.

Man: Right.

Barbara Wright: What we were saying where you couldn't do it is an example, let's say you had a parent company and three subsidiaries. Can someone who's in one of the subsidiaries bind the parent company - probably not. If the parent company is the RRE, it probably has to be someone in the parent company in order to have the authority to do that.

(Mary Jo McGrown): Right, okay, all right - thank you.

Man: Sure.

Coordinator: Our next question comes from Richard Schultz. Your line is open.

Richard Schultz: Thank you for taking my question. This is Richard Schultz, I'm with (Fireman's Fund Insurance). I've read the definition of TPOC several times and I'm still a bit confused. Initial question, are we to report a settlement, judgment or award if it is for indemnity only?

Barbara Wright: Right now, are you talking worker's compensation or something...?

Richard Schultz: I'm sorry, yes, worker's compensation only.

Barbara Wright: Right now, the July 13th alert controls and what it says and it's on the Web site if you didn't see it. It says where the applicable worker's compensation lawyer plan requires the RRE to make regularly scheduled periodic payments to or on behalf of the claimant and the applicable worker's compensation lawyer plan, specifically precludes these periodic payments from including any direct or indirect payment for past, present or future medicals. The RRE doesn't report the periodic payments. They're not reportable as either TPOC or ORM.

Otherwise, these payments are to be considered part of and are reported as ORM. So if you've got indemnity payments, generally you're either going to be reporting ORM or nothing.

Richard Schultz: Well, I guess I'm still a little bit confused. That does touch on the follow up question I had. So if we have ORM continuing and we're settling indemnity only and we're settling it as a lump sum, do we report that lump sum as a TPOC?

Man: Are you continuing to have ongoing responsibility for medicals?

Richard Schultz: Yes.

Barbara Wright: Okay, well then it's included within your ORM. You don't have to report anything further if that settlement is solely for the indemnity.

Richard Schultz: Okay, so if we settle future indemnity for $100,000, medical remains open, we have no reporting responsibility under TPOC.

Man: Unless there's something that I'm not seeing, that's correct.

Richard Schultz: Okay. As a follow up question, sometimes worker's comp settlements include multiple defendants. And let's go back to a scenario where we have a settlement that does include medical, say we're settling indemnity and medical for $100,000. But that $100,000 is split between two defendants and to make life easy, let's just assume that the split is 50/50. Do we report $50,000, which is our share or because we're at a state-recognizing joint and severable settlements, do we report $100,000?

Barbara Wright: If there's joint severable liability, you report the total amount. If there's separate settlements with each defendant, then they each report their own.

Richard Schultz: Okay, I'm not sure - I think that answer might be a little contradictory. So...

Barbara Wright: Well...

Man: If.

Richard Schultz: If the state recommends...

Man: There's joint and severable liability report that total because each of the parties is jointly and separately liable.

Richard Schultz: And if the state is not, then you report just your portion.

Man: Well...

Barbara Wright: Well, it's not your portion. If you have, like, three defendants and one settles for $10,000, one settles and has their own settlement agreement and another one settles for $50,000 and another one settles for $40,000, then you've got three different reporting RREs potentially and you've got three different amounts to be reported.

But if you've got a single settlement for which the three of you are jointly and severably liable, then each of you has to report the full amount and we have to sort it out on the back end.

Richard Schultz: Okay.

Barbara Wright: Although, as we said on most of these calls, we would intend in almost all situations to be continuing to pursue recoveries through or against the beneficiary settlement, judgment or award or other payment if we have to go back against an insurer or worker's compensation entity and jointly and severably liable situation, we would be entitled to go back against any one of the jointly and severably liable entities for the full amount.

Richard Schultz: Okay. And again, clarifying if a settlement leaves medical open and is only related to indemnity, we don't report it, there's no TPOC reporting.

Barbara Wright: For worker's compensation, that's true.

Richard Schultz: Okay.

Barbara Wright: We have been requested to look at whether or not we would consider the same periodic indemnity and language for no fault. But we haven't issued anything on that one or the other at this point.

Richard Schultz: Those are my two questions or my question and my follow up. Though I must admit, I was a little confused. Would you allow me to ask a clarification on an earlier question?

Barbara Wright: Why not.

Richard Schultz: Someone was asking about third party credits. And I kind of got the impression, I've always thought of ORM as ongoing responsibility for medical to the claimant. And after listening to your answer, it sounds like you're looking for the ORM definition as being ongoing responsibility for medical as it relates to CMS. Because in a third party credit that we might take, we have no ongoing responsibility for medical until a liability settlement credit is used up. But you're saying that we do have ORM because you can still come after the insurance carrier. So does ORM relate to the injured worker or does ORM relate to CMS?

Man: The ongoing responsibility for medicals relates to ultimate responsibility to medic - to the claimant as well as with respect to Medicare.

Richard Schultz: And that's why you're not recognizing a third party settlement credit?

Man: In a practical sense, if everything works the way you guys have all - everybody has structured it, there isn't an issue. It's when it doesn't work that way. We should - we don't consider ourselves bound by some agreement between other parties without our involvement.

Barbara Wright: But let's take the hopefully more common scenario and what really worked. The other situation where worker's compensation has been paying for all related medical and you stop paying because liability insurance is going to pay

for all medicals. As long as that's happening and Medicare doesn't get billed for those claims, we don't care. I mean, the reason for the ORM record is to help us not pay claims when someone else should be paying them.

So if it works correctly, there's nothing to worry about. But what we were saying, as much as the one caller seemed to be a little bit upset with our answer is that from a legal standpoint, the fact that worker's compensation entity is involved in a situation where the injured party also got a liability settlement and that may relieve them of certain responsibilities with respect to the beneficiary. It doesn't stop the fact that they're still primary to us. So in some situations, that could have an impact.

Richard Schultz: So you consider ORM to include not only responsibility to the claimant but also potential responsibility for conditional payments to CMS?

Barbara Wright: Include primary responsibility where someone else is primary to us, yes.

Richard Schultz: Okay, that's very interesting because I never thought of ORM beyond the claimant. Thank you.

Coordinator: Your next question comes from (Brenda Smith). Your line is open.

(Brenda Smith): Hi, thank you. I have a question, I just want to clarify as far as liability exposure claims. And I understand there's the December 5, 1980 date and CMS has said that they want those reported is the exposure continues past that date.

But what would happen if there are situations where the dates of exposure maybe are not clear or maybe the dates of exposure are alleged past December

5, 1980 but the insurance coverage stops before that? Say the insurance policy ended in 1978.

Barbara Wright: I think we covered that in the revised language. Do you remember about where it - find where it falls in our - let me find the Table of Contents. It should be around Page 74 or 75. It's on Page 77, I think, the most current guide.

And what we talked about is please note that the term exposure is being used here in the sense of physical exposure, not legal exposure. If (unintelligible) were permitting or causing toxic exposure on a particular piece of property that sold the property prior to December 5, 1980, we still have the potential recovery claim because it's the - we're literally talking about whether the person's exposure continued. We're not talking about "quote" any legal exposure of some entity that's being sued.

So if it's, you know, if their exposure continued, yes, we'd have a potential recovery claim.

(Brenda Smith): Even if the insurance coverage stopped?

Barbara Wright: But the insurance coverage - you're paying them for the exposure and the result of that continuing exposure, to the extent you're paying. And as we've said throughout, everything here is regardless of the termination or admission of liability.

Man: If you're making payments because someone was exposed to a asbestos and that exposure continued beyond December 5. 1980 and the individual is receiving a certain item or service, it cannot be said that that item or service is related to - only related to exposure that occurred on or before a specific date

or after a specific date. It was related to the ongoing exposure. Therefore, you have responsibility.

(Brenda Smith): Okay, so if the settlement does involve something where the alleged - the exposure was alleged past that date, it doesn't matter what the coverage period was, if there's a payment being made for that alleged time period going past December 5th.

Barbara Wright: Basically yes.

(Brenda Smith): Okay. And then I have one other - can I ask one more question?

Man: Go ahead.

(Brenda Smith): This is in regards to on Page 42 of the User Guide, it talks about the TIN number and it talks about the TIN number that is used during registration and the TIN numbers that are actually sent in on the plain input files. And it does say, depending on the circumstances, you may submit the same or different TINs in Field 72 and the reference files then provided for the RRE during registration and that all claims should be reported with the TIN associated with the entity that currently has payment responsibility.

So if an RRE registers with the TIN number for their parent company, when it comes time for them to report their actual claim files, can they choose to report all of those with the TIN for the parent company or are they required to report the TIN and the information for the specific subsidiaries at that time?

Barbara Wright: The reason you probably want to report the ones for the subsidiaries is if we have follow up claims specific requests or information that we need or any

other contact about this claim, it's going to be with the specific entity TIN number that was reported on that particular record.

So if you want every single thing that - hopefully there's going to be very limited contact. But if you want every time there's contact for that contact to go to the name and address that's listed for the TIN on the parent company, then I suppose you could put the parent company. But it seems to us from an operational standpoint, most entities don't want that.

Clearly in the group health plan world, they don't want it and in the liability no-fault worker's compensation arena, we've been told that one of the reasons an entity may have multiple RREs for RRE IDs, for example, is so that they can control the flow of information and deal with a particular part of their structure.

And if you - if the only TIN you use is the parent on the record-by-record basis, then that's who's going to get any further communications on a particular case. And that's what we would assume you would like to avoid.

(Brenda Smith): Okay, thank you. I just wanted to make sure it wasn't a requirement.

Barbara Wright: Correct, yes. But that's also to the extent people have asked us questions, that's also why although, you know, we're saying that you can have someone essentially higher than you in a corporate chain be your RRE, you can't have, like, an affiliate because they wouldn't have the same ultimate responsibility - a sister company wouldn't have the same ultimate responsibility for one of it's affiliates claims as the parent company would. So that ties into how we're looking at RREs too.

(Brenda Smith): Great, thank you.

Coordinator: And our next question comes from (Suzanne Wilheights). Your line is open.

(Suzanne Wilheights):Hello, this is (Suzanne Wilheights) with (Access Insurance Company). We're a small, non-standard auto with very low med limits. And I'm a little confused as to what I'm supposed to be tracking now in order to be reporting after January 1 as of the July 1 date and what I'm not. Can you explain, if we have med limit of $1,000, if we have first party benefit limit of $5,000 or first party benefit limit of $10,000, how each of those would be treated?

Are they all ORMs and we should be tracking them now so that we're ready to report them after the first of the year or...

Barbara Wright: The only thing that we have an ORM limit for right now is for worker's compensation under very specific criteria. So if it's any type of no fault, whether it's PIP, MedPay or a no fault on a homeowner's insurance or anything like that, those are all reportable without any threshold dollar limit.

(Suzanne Wilheights):Even though frequently one payment and that's it.

Barbara Wright: Yes.

(Suzanne Wilheights):Okay, it doesn't matter how many payments, it's just...

Barbara Wright: Well, also, if it's no fault, you typically - no one has come up with a particularly convincing scenario to as of why your no fault would be reported as TPOC. Normally it should be reported as ORM and only terminated with the limits are exhausted, even though you may only have a limited number of claims filed with you or a limited number of medical payments requested.

(Suzanne Wilheights): Yeah, the limits are so low was why I couldn't figure out exactly how that applied.

Patricia Ambrose: So what you're going to be reporting is the date of incident, the ORM equal to why and an ORM termination date when those limits essentially were reached. And there's also a no fault limit reported and the exhaust date for that policy limit as well.

But you know, if in one payment you've reached those and you're not reporting the actual payment amount for the medical, okay?

Barbara Wright: So if you have - you could have a situation with a very low limit policy that when you do your first report, the quarter that starts in April 2010, that you were reporting that you assumed ROM on October 1, 2009...

Patricia Ambrose: Well, there is no ORM assumption date.

Barbara Wright: No, no, no - but you're - it's one where you had in fact assumed it as of 10/01/09. So it was in effect back in 2009 so you reported it and it was exhausted in November of 2009. So on that first initial report, you'd be reporting both the assumption of ORM and giving us a term date.

Patricia Ambrose: And then you would never need to report that record again unless something changed subsequently.

(Suzanne Wilheights): Okay. And then on the BI, we're under the $5,000 limit since January - I mean, since July 1, 2009. We only are - should be tracking payments over $5,000 since July 1st?

Patricia Ambrose: BI, you're speaking of liability?

(Suzanne Wilheights):Yeah, we're talking about TPOC there.

Patricia Ambrose: Yes. And there's a different date for retroactive report for TPOCs and that is 1/1/2010. So in the case of your bodily injury liability claim, you only need to report settlement judgment award TPOC amount as of 1/1/2010 going forward rather than the July 1, 2009 date.

Barbara Wright: Now what we did offer the option of, if it helps you system wise, is that if you have ORM to report prior to 1/1/2010 and you have a TPOC during that period, if because of the way you collect information you'd like to report the TPOC as well, you can do that. But TPOCs are only required to be reported on or after 1/1/2010.

Patricia Ambrose: Yeah. But note the insurance type for the no fault, the (PIP MedPay) is different than the insurance type that you're reporting for the liability. So those are actually two separate reports, even though it might be for the same incident on the same policy.

(Suzanne Wilheights):Okay, so we're going to be using ISO as our reporting agent. If we go in and update that index in ISO that triggers these reports, if the med adjuster updates it in October and the BI adjuster updates it next March, is that going to be a problem?

Patricia Ambrose: It should not be. They should be prepared to handle that circumstance.

(Suzanne Wilheights):Okay, thank you.

Barbara Wright: But we can't speak to the specific operation within ISO's system.

Patricia Ambrose: Yeah, it's really a question for them.

(Suzanne Wilheights):Okay, thank you.

Coordinator: Your next question comes from (Rita Carney). Your line is open.

(Rita Carney): Yes, hello, my name is (Rita Carney), I'm with (Healthcare Indemnity and Medical Malpractice Insurance Company), who primarily insures hospitals. I realize that you guys mentioned I think on the first question that you're still working on the hospital write offs.

But I kind of wanted to get my arms around exactly what you're actually considering there. When you talk about non-billable events and hospital write offs, are you only discussing or debating those hospital write offs that are known to the insurer or the TPA who's working for the self-insured in conjunction with the...?

Barbara Wright: First of all, what we're talking about, we're not - in case there's any confusion here, we're not particularly talking about the so-called never events where hospitals aren't allowed to bill Medicare period. We're talking about situations where hospitals or providers or suppliers have chosen it as a risk management tool as we - it's been related to write off or not charge for certain services.

And what's been requested in that situation is that type of situation not be reportable. And we're analyzing that from several different aspects as to whether or not it needs to be reportable. What we would reiterate again is whether or not it's reportable doesn't change any other obligations that might exist under the Medicare secondary payer positions.

And if it's a situation where we would say they don't have to report it or even if we said it has to be reported. If someone's doing a write off, they should - we should not be talking about a write off where Medicare in fact built for that service in any way, shape or form.

(Rita Carney): Understood. So we're not addressing those never type events.

Barbara Wright: No, we're not - and I don't remember the list, I think there's something like eight that were pushed in the regulations. The (cugatis) ulcer, I think, and some other things like that. That's not what we really understood the hospitals and providers and suppliers were talking about because Medicare is not allowed to be built for those in any case. Those aren't really a write off.

(Rita Carney): Correct.

Barbara Wright: But we understood people to be asking about, let's say that someone's in the hospital, slips on the - is visiting in the hospital, slips on the floor and the hospital wants to put them through X-ray and do a quick exam to make sure there's no problem but they don't want to charge the person for it. That's more the type of situation we're talking about. Or someone's in the hospital as an inpatient and something happens and they decide as a risk management tool they want - they don't want to charge the person for their inpatient hospital stay.

Those are more, as we understood it, that's the way the question was framed to us. If we misunderstood that, we need to hear from any of the hospitals.

(Rita Carney): But you're only addressing those that the insurer or the TPA for this self-insured is known to them. I mean, there are...

Barbara Wright: No, by definition, the hospital provider, physician, other supplier is in fact self-insured when they do that. They would be the RRE.

(Rita Carney): The actual hospital themselves, you consider to possibly be the RRE in that situation?

Barbara Wright: Possibly they are. Any time an individual or entity is engaged in a business trade or profession and it assumes any risk, they are in fact self-insured. And even under the draft language that we have out there as of July 31st, since that would be a situation where there's no other entity involved, it's only the provider, physician or supplier and to the extent, you know, the self insurance is involved, it would be completely within their control. And if there was any reporting done, yes it would be by that entity.

And you know, we understood that to be part of the concern for the provider, physician or supplier community as well.

(Rita Carney): Well, yeah, I think in most cases where a hospital has insurance, you know, I don't even know that hospitals are well aware that this could effect them in that way because they would look at that as, you know, we - this is a liability insurance deal.

(Rita Carney): Well I would suggest that you go back and look at the draft documents that's out there and what's in the User Guide right now in terms of the definition of self insurance and the current draft discussion of who reports when there's a combination of deductible and non-deductible.

But let's say there was a hospital that had a policy for $100,000. If this person slips and falls, they don't call their insurance company, they don't do anything

else. They decide as a risk management tool, they're going to write off $2,000 in care. That is $2,000 of self insurance.

(Rita Carney): Okay. In one meeting, you mentioned that while you guys are trying to put your arms around this, you were having meetings with hospital industry's leaders or what not and where you're asking for folks to possibly want to have some input into the mass tort. How would one possibly be able to give input in...

Barbara Wright: For this write off (close), we've basically said, articulate your concerns through the Resource mailbox. To us that's not really the same thing as the mass torts product reliability issue. And we have had a number of emails from the provider/supplier community articulating the position. I think I specified just a few minutes ago that it's not the never events, that it's when you want to use this as a risk management tool and the desire that you not be required to report this.

(Rita Carney): Yeah. But what you're saying is you're, you know, it's not just - if they think they are self insured with a TPA or an (excess) insurance or above them and they're managing those claims, you know, I don't know that the hospitals - do you think that all these entities are well aware of how that could effect them?

Man: Can you hang on just for a second please?

Barbara Wright: I guess what we would reiterate again, because you're saying the TPA might not know about it or someone else, if the hospital is doing the write off, then it is itself self insured and no one else is handling that claim. It by definition would be the RRE for that amount, I believe, either under the language that's in the current User Guide or even in the draft because we talked about writing

an amount that's either completely self insured or under a deductible that the insured entity is responsible for that reporting.

As to whether or not every hospital or provider or supplier knows the risk of that, we can't address that. We, you know, are putting out information in the User Guide, on the Web site. We know that hospital associations and others are interested in this issue so we presume they're making it known to their members. Can we address the actual state of knowledge - no.

(Rita Carney): And at this time you're not necessarily asking for input on this.

Barbara Wright: If you have points beyond what we have articulated right now, feel free to send them to our Resource mailbox.

(Rita Carney): Okay.

Barbara Wright: Otherwise, you know, the issue is under consideration.

(Rita Carney): Okay, can I - I'd like to ask another question concerning ORM.

Barbara Wright: Okay.

(Rita Carney): You know, we feel like this ongoing responsibility of medicals, the definition often fits very nicely probably for worker's comp or no fault. But in the medical malpractice arena, we sometimes see it as a little gray over here.

Barbara Wright: Well, what we've said about ORM is our guess, our feeling, whatever you want to call it would be that liability insurance will rarely have an ORM situation. Typically liability is in dispute from the get-go. And it's settled through a TPOC arrangement. And we're talking about ongoing responsibility

for medical, where the insurer continues to pay. This is separate from a question of whether or not a settlement might include money that's intended for future medicals.

(Rita Carney): And I understand that and I agree. We very rarely, on an ongoing basis, will except that responsibility. We most likely will have TPOC if anything.

Barbara Wright: But if you have ongoing responsibility, you will have to report it.

(Rita Carney): Well, I know, but - sometimes the insured may request us to pay a bill to a medical provider. And the only place in your User Guide that references...

Barbara Wright: Let's cut this a little bit short because we do have to go on to some of the other callers. If you have a situation where, as part of your TPOC settlement, to wrap the whole thing up, you're saying the settlement is I'll pay you $20,000 and I'll pay these five bills to your medical providers, then what you report as the TPOC amount is the total of all those rolled together.

(Rita Carney): I understand, at the end of the settlement. But at times, our insured may ask us to pay a medical bill and it is not a true settlement, we're not at the end of the claims life cycle.

Barbara Wright: Well, then in most cases, unless you're doing that on a routine basis or you've accepted responsibility for that, are required to do so by law, then you may have a small TPOC amount to report. Beyond that, we really can't give you any more specific information right now. And I think we really do - I don't mean to cut you off but I think we do need to give some other callers a chance.

(Rita Carney): Okey-doke, thank you.

Barbara Wright: Thank you.

Coordinator: Our next question comes from (Karen O'Keefe). Your line is open.

(Karen O'Keefe): Yes, I just was really looking my name is (Karen O'Keefe), I work with (North American Risk). And we're looking for clarification for when the clock would start for a carrier to have a fine result for not reporting. Is it 135 days from a date of loss or...?

Barbara Wright: Nothing runs typically from date of loss because the liability, as anybody who's out there in the liability arena would know, there might be a suit that goes on for years or claim that goes on for years. We're talking about it's triggered by when you assume the ongoing responsibility or by the actual TPOC date as defined in the User Guide.

So typically if you have a way to do it, you want to report it in your next claim submission window, whenever that is. But we allow the 45 day grace period because we recognize, let's say, your reporting window is the last week of the third month of the quarter and you settle a case two days before that. Are you necessarily going to be able to get that in your system - no. So we allow you - we build in that extra 45 day grace period so that everyone has time to run a query and still get it in the submission after that.

(Karen O'Keefe): No - I know, I read that in the second edition of the User Guide. What I'm, I guess what we're trying to clarify exactly is when - if liabilities in question or coverage is in question and you can't determine for quite some time if a person would even be eligible for ORM on a PIP claim or a MedPay claim or TPOC on any liability loss.

Barbara Wright: You haven't assumed responsibility for ongoing report...

(Karen O'Keefe): So until that point, we wouldn't - a carrier wouldn't have to report it.

Barbara Wright: No. If you haven't assumed it or unless you're - the exception is, for instance, we've been told in certain states, while a claim is being investigated, worker's compensation does have a responsibility to pay ongoing medicals. If that exists, then you need to report it.

But (action) summary requirement that you assume it, unless and until you do, you're not reporting it.

(Karen O'Keefe): Okay.

Barbara Wright: Some of the criteria is once there's a settlement, judgment or award or other payment in TPOCs fall within - I'm sorry - ORM falls within the concept of other payments.

(Karen O'Keefe): Okay. And then can I follow up on something as well about fines?

Barbara Wright: Sure.

(Karen O'Keefe): Another question that keeps reoccurring for us as well is that as far as trying to gather social security numbers in order to do a query on a liability file to determine if someone's eligible or not, we still are running into problems gathering that information from claimants and claimant attorneys. Even though they know about all this happening - the attorneys do - the still are refusing to provide social security numbers.

For you guys, I know you had talked about getting some kind of documentation out to help non-group health gather that information.

Barbara Wright: We actually - we were working on that yesterday. It will be in many ways very similar to the one that's out there for GHP but it will not be identical and we do hope to have that out relatively soon. And we understand, although we're not recommending it one way or the other as a safe guard, many insurers require any settlement or release to indemnify them if there's future issues. But that's not within our purview.

Man: We do want to mention - remind everybody that if a Medicare beneficiary is - if you know the person is a Medicare beneficiary and that Medicare beneficiary has a Medicare health insurance claim number - Medicare ID - that number needs to be supplied to us. There is...

(Karen O'Keefe): Right, right. And I think if we can gather that information, that's great. But what happens is you can't get that information and in a lot of states there's bad faith involved. And if you don't settle a claim within a certain number of days, they can go file a lawsuit and hit the insurance company up for a bad faith claim.

Barbara Wright: But we understand your...

(Karen O'Keefe): So maybe rather than paying your $10,000 on a claim, you're spending millions of dollars a claim because you didn't settle it in the timeframe the attorney allowed you.

Barbara Wright: Okay, I think the point that Bill was making is that beneficiaries are required by law to cooperate for coordination of benefits purposes. And so ones that are actually beneficiaries should have...

(Karen O'Keefe): I know they should...

Barbara Wright: Well, no, I'm saying the attorney should have no reason not to cooperate or he's putting his own client at some risk. That's not to say they will or won't do it. We're just pointing that out. Not all...

(Karen O'Keefe): Right. But the way it stands right now to the carrier that gets signed, it's not the attorney for the claimant that gets in trouble.

Barbara Wright: And as we reiterated, we are in the process of giving you a forum that will allow you to address these situations.

(Karen O'Keefe): Okay, thank you.

Barbara Wright: Thank you.

Coordinator: Our next question comes from (Celia Winchell). Your line is open.

(Celia Winchell): Thank you, this is (Celia Winchell) with (Crosswood). We have a clarifying question for foreign entities. Are foreign entities that do not operate in the US required to comply with the extra reporting requirements if the entities are making bodily injury claim payments to a US citizen?

Man: If the person is a Medicare beneficiary, yes.

(Celia Winchell): Yes. So even though they do not have a US location or a US tax ID, so for example, a citizen maybe that traveled to Canada and slipped in a shopping mall, they would need to report that?

Man: If there is - payments are being made to the Medicare beneficiary that includes medicals, yes.

(Celia Winchell): Okay, thank you.

Coordinator: Our next question comes from (John Walker). Your line is open.

(John Walker): Hi, this is (John Walker) with (One Beacon). I'm trying to find out, when somebody turns 65, are they automatically put out to CMS's query database?

Barbara Wright: Yes and no. If someone has a situation - right now, you can get social security benefits, reduced ones, at age 62, if you're eligible for premium free benefits. Anyone who signs up for premium free - I'm sorry - anyone who signs up for social security at age 62 and is getting reduced benefits, the application includes technically and application for Medicare. So they're automatically enrolled when they become age 65.

If someone doesn't have a situation like that, as long as they've signed up social security benefits by the time they're age 65, their Medicare will kick in too and they will automatically be updated in our database. We have one here who's a Medicare beneficiary who, because they continued to be a federal employee, either forgot about it or didn't think about registering Medicare. So no, were they in our database right at 65 - no. But when they remembered to go in and sign up for their Medicare, which they were entitled to at age 65 as soon as their application went through, they were added to our database.

(John Walker): All right.

Barbara Wright: Our database is only those people who have actually applied for and our entitled to Medicare.

(John Walker): So from our position, are we only liable for what is on that database or are we going to have to check, you know, do I have to do an edit against date of birth and submit those people as well or can I rely on what's coming back from the query?

Barbara Wright: You can only require - rely on what's coming back from the query to the extent that you're data is accurate. As we've said over and over again, we do a match based on information that's submitted and our reply is a reply - it's a negative reply, it's a reply that we don't show a record matching the information that you submitted. It's not a guarantee that the person is not a beneficiary.

If you have someone that's age 65, you have a very strong likelihood that they're a Medicare beneficiary. And if you get a negative response to the query, you probably want to check on, if you aren't gathering this information to start with, also known as. If someone submits their name as Suzie Smith and it doesn't match and that's because she failed to submit her married name or anything else so we don't have Suzie Smith, we have Suzie Jones. Our statement that it doesn't match is not a statement that the person is not a Medicare beneficiary.

But then you will also potentially, you know, be using the sample language or motto language they give you as a back up and have the certification from the person they are not in fact the beneficiary. If you get a negative query and you have that, then yes, you're protected.

(John Walker): Okay, thank you.

Coordinator: Our next question comes from (Bill Burner). Your line is open.

(Bill Burner): Hi, this is (Bill Burner). I'm in Pittsburgh with MSA. You've mentioned a couple of times the Resource mailbox and a subgroup of this group, the mass tort group. Could you talk about that a little further and explain what their effort is, where they're going and how to contact them?

Barbara Wright: There isn't any group to contact at this point. What we said is the Resource mailbox, the one where if you want to submit comments on any drafts, if you have any questions, that's the one that's PL110-173SEC111...

(Bill Burner): Yeah, I got that.

Barbara Wright: Okay, that's the Resource mailbox. If you are interested in participating in any discussions we have about mass torts and product liability, what I asked is that if you haven't already submitted a very specific comment, I want to participate in mass tort discussions that you submit one for that particular purpose so that, you know...

(Bill Burner): And you submit it where?

Barbara Wright: Submit it to the Resource mailbox. Because part of what's happening is we know there's some people that may have made that request but it's buried in - within 20 other questions. Are we going to readily identify those people - no. To the extent people have sent in an email and said yes, I'm interested in participating in a mass tort/product liability discussion, do you have - we can pretty much scoop those off the top. But I don't want to miss people who are extremely interested in this simply because it came in with 15 other questions and we didn't pick it out the mix.

(Bill Burner): Okay, will do, thanks.

Barbara Wright: And as I also said, I know we've gotten a few voicemails and everything and we try and move everything to the same database for different things but at a certain point, since we're getting thousands of these things, it becomes somewhat impossible. And that's why if you do it through the mailbox, we will catch those that are very specific.

(Bill Burner): Thanks.

Barbara Wright: Operator?

Coordinator: Our next question comes from (Charity Sullivan). Your line is open.

(Charity Sullivan): Hey, this is (Charity Sullivan) from (Auto Owners Insurance Company). And we were looking just for some confirmation for the date - for the ORM, for no file based on - well, what we understand is the trigger date is 7/1/09. But it doesn't look like the new User Guide is reflective of those dates. Can you clarify that?

Barbara Wright: We're looking surprised here so we'll...

(Charity Sullivan): Okay, it's specifically on Page 69 and 70 of the User Guide is what we were looking at.

Barbara Wright: Okay, I think there's an earlier site to - hang on.

(Charity Sullivan): Yeah, Page 6 and 16 are reflective of the new date but then it refers you to Section, I think it's 11.8 and 11.9.

Barbara Wright: Yes.

(Charity Sullivan): And that talks about the January 1, 2009.

Patricia Ambrose: Well, that's talking about - here - let me see if I can't help a little bit to explain. So let's talk about ORM. You are obligated to report any claim that the RRE has ORM effective as of 7/1/2009 and subsequent, regardless of when that ORM was assumed.

So if you assumed ORM prior to 7/1/09 and it still exists and goes beyond 7/1/09, you are required to report on that claim.

(Charity Sullivan): Yep. And that's what we understand.

Patricia Ambrose: Right. Now in order to limit how far you have to look back in your claims databases because we do understand that there are some states and circumstances where ORM can remain open indefinitely, when you're going to create your very first file in April 2000 - or subsequent to April 1, 2010, you only need to go back and look at your active claims file as of January 1, 2009 and subsequent and looking at the claim status as of that point in time.

And there - again, in that Section 11.9, there are examples of this, of a claim that, again, the ORM has to still be effective as of 7/1/09. But if the claim has been removed from your active claim - open claims file as of - prior to January 1, 2009, you don't need to report it. You don't have to keep going back in time, looking for this historical information.

Barbara Wright: I mean, the worst case scenario I think would be Texas is one that has lifetime worker's compensation, I'm not sure. So if it's not Texas, forget it, just make it an imaginary state. But the point is, Texas could have theoretically had to go

back to 1940, 1930 - whatever - anybody that they were still technically responsible for lifetime medical support.

Instead, we said no. If you've administratively closed your record prior to 1/1/2009, you don't have to report it now. Only if and when you reopen it at some future date. We said the only look back period we will require you to do is if it was open as of 7/1/09 and it was open any time 1/1/09 through 6/30/09 as well, then you have to go ahead and report that. But we're not going to make you search any further back than that.

Patricia Ambrose: In other words, if the ORM terminated prior to July 1, 2009. And again, be careful about the termination. It must be that the RRE has absolutely no obligation for future medicals. But if ORM terminated prior to July and the claim is not just administratively closed by - closed and done with, then you have no need to report that, no requirement to report that.

(Charity Sullivan): Okay, I think that makes sense.

Patricia Ambrose: And I really recommend that you look at those examples that are given in that section where it's talking about claims that are - talking about exactly these circumstances that we're trying to explain.

(Charity Sullivan): Okay, very good, thank you.

Coordinator: Our next question comes from (David Fryman). Your line is open.

Patricia Ambrose: Hello, (David)?

Barbara Wright: Operator, he doesn't sound like he's available.

Coordinator: We will move on. And we have (Karen McCarthy), your line is open.

(Karen McCarthy): Also about a Canadian insurer and I know one was just asked. But my question is, if it's a Canadian insurer with no US operations and the accident occurred in Canada, how can US law apply to that Canadian insurer? Are you saying that that Canadian insurer is obligated to report a payment to that person?

Man: If the individual isn't the head - enrolled in Medicare and is receiving treatment for the injury in the states where Medicare is making payment or Medicare is paying under these usual circumstances where Medicare where pay for treatment in Canada, then they need to report because Medicare is involved or could be involved in the payment process and that insurance, even though it is not a US insurance company, is a primary plan to Medicare under federal law.

In other words, that insurance policy could not say, well yeah, we're responsible for paying for your medicals but because you got Medicare, you know, we're not going to do it.

(Karen McCarthy): Well, it is a legal question because I guess I still don't understand how Section 11 applies to a foreign company that has no US operation. I understand the point, saying Medicare under US law is always secondary, etcetera. But again, I still don't understand how you can apply US law to a Canadian company that's not doing business here.

But given that, as far as registering, you know, they have no TIN, they have no US address. So we called COBC and they're going to give some special information on how to register. Is that how I read the User Guide in 11.2.6?

Patricia Ambrose: Yes, yes, that's exactly our intent.

(Karen McCarthy): Thank you.

Coordinator: Our next question comes from (Jim Place). Your line is open.

(Jim Place): Yes, thank you for taking my call. I have a question on Page 43, 11.4. And you touched on it earlier. Those circumstances under which a liability claim would have an ORM. Can you articulate what limited circumstances that might be?

Barbara Wright: We don't really control how it's done. We do know anecdotally, we've been told by those in the industry that in rare circumstances, they will set up such a situation. And if they do, then it should be reported as ORM. If they don't, fine.

I mean, we really can't give you a particular example. One that I could make up, perhaps, is there's a situation where someone recognizes they have responsibility under liability. They know they're ultimately responsible in order to ease their negotiations or otherwise. They may say, look, we're going to pay the ongoing expenses while we negotiate this. That would be an example where they should be paying the ORM.

(Jim Place): And how would that not be considered a TPOC though, given that that total amount would be considered against the total payment?

Barbara Wright: It might be considered against the settlement. But the point is, at that time, they are assuming an ongoing responsibility where they're paying medicals and it needs to be reported as such. Remember, or if you haven't been on many calls, note for the first time a large reason the ORM is reported is so that

Medicare can avoid making payments that we then have to play, pay and chase.

If you're paying the ongoing medical expenses, then we want those expenses submitted to use so they can be properly paid by you.

(Jim Place): So that would be a circumstance where a party may voluntarily decide to accept payment of medicals until the claim is settled?

Barbara Wright: Where the liability insurance may do so. I mean, that's one I just made up. I'm sure, you know, there could be others. But as I said, it's our understanding it's relatively rare for that to occur in the liability insurance world. The other thing I can think of is somehow if the insurer simply just keeps the reserve and says, part of their settlement is I'm going to pay your medical lifetime. If they do that, then they've got ORM there as well.

(Jim Place): Hard to conceive but I do understand the and do appreciate the explanation. One other question that I have is, where are you guys at in terms of putting together some guidelines on the clinical trials?

Barbara Wright: As I said earlier in the call, we are having language clear drafted right now.

(Jim Place): And any EGA?

Barbara Wright: Hopefully within the next couple of weeks.

(Jim Place): Okay, great, thank you.

Barbara Wright: Operator, I think this is probably our last question. I think we're right at 3:00.

Coordinator: Okay. The next question comes from (Carol Bomby). Your line is open.

(Carol Bomby): Hello, I had a question. If we cannot get a signed statement from the employee's treating physician saying they do not require any further medical treatment for the worker's comp injury but we can get a signed statement from an independent medical exam physician, can we use that to terminate our ORM?

Barbara Wright: I think that was the other suggestion that came in. We have not made a final decision on that. So let me - part of the issue is who exactly is the independent physician, if they're actually hired by you.

(Carol Bomby): Okay, well, they are hired by us because we pay for the exam.

Barbara Wright: Yeah. So I mean, it's under consideration but we haven't at this point made any determination to extend or expand the language we currently have in the User Guide.

Remember, this is only needed in cases where legally you have some ongoing responsibility and it's open. If it's the case where it's clearly closed under state law or otherwise, then you don't need that statement. So our understanding...

(Carol Bomby): But what else can - how else can we terminate ORM besides the signed release?

Barbara Wright: Well, in some states, for instance, by state law, worker's compensation is not responsible after X period of time, if there's a certain period that the beneficiary goes without treatment.

(Carol Bomby): But it has to be in the law - written into this statue.

Barbara Wright: Yes.

(Carol Bomby): Okay. And then the other thing is, if we have closed a worker's comp claim before 1/1/09 but some payments come in later for treatment that was done before 1/1/09, we actually pay those afterward even though administratively we've closed the claim, can we still exclude those from the reporting?

Barbara Wright: We'll have to look at that?

Man: Yeah, would you very - jot that down and send it in to the Resource mailbox.

(Carol Bomby): Okay.

Man: That's one we haven't heard before.

(Carol Bomby): Okay.

Barbara Wright: Yeah, it sounds somewhat vaguely familiar. But I want to - looking through questions recently, I don't remember...

Man: Yeah.

Barbara Wright: Showing that as still open. So if you'd repeat...

(Carol Bomby): Okay.

Barbara Wright: Yeah.

Man: All right, operator, thank you very much. That's the - we're going to have to close the call now, we're at our limit. Thank you all who were on the call. And operator, at the end, can you tell us how many callers we had and how many were still in the queue when we ended.

Coordinator: Sure will. Thank you, this concludes today's call. You may disconnect at this time.

Barbara Wright: Operator, do you have those numbers or...?

Coordinator: Give me one moment please.

Barbara Wright: Okay. I'm not sure why the operator's voice sounded so weak because everybody else sounded fine.

Man: Everybody else was - yeah, very...

Barbara Wright: And it could have been a little better without this but I thought you guys would prefer a little bit here.

END