

CIGNA

**Moderator: James Herren
January 23, 2008
1:00 p.m. CT**

Operator: Ladies and gentlemen, thank you very much for holding and welcome to the CIGNA Specialty ACT calls. Just a reminder that today's call is being recorded.

And at this time I'd like to turn it over to James Herren. Please go ahead.

James Herren: Thank you very much. I'd like to begin by thanking all of you for calling in to today's Ask-the-Contractor Teleconference call covering maintenance and service issues.

We will begin the call with a few minutes of information about maintenance and service and we'll then turn the call over to your questions. Please remember that today's call is not a general issues ACT call but instead is dedicated to maintenance and service. If you have questions that are not related to maintenance and service we will not be able to answer them. Please, instead contact customer service at 866-270-4909.

We will be holding our next general issues ACT call on March 19 of this year. Capped rental items provided before January 1st of 2006 fall under the old guidelines for maintenance and service rules – 15 rental months must be paid and then followed by six-month period before maintenance and service payments will be made.

CIGNA Government Services will deny maintenance and service claims with ANSI reason code 179 and remark code M6 if 15 rental months have not been made. Any maintenance and service claims that previously paid in error are being sent for recoupment.

If you feel that a recoupment was made in error, please send proof of 15 paid rental months to the CIGNA Government Services redeterminations department. It is best to use the redeterminations request form provided on the front page of the Jurisdiction C website under forms.

Again, this is only if you have a recoupment of a maintenance and service payment. If you have received a maintenance and service denial without a recoupment so you bill for maintenance and service and denied outright without payments but you do have proof of 15 paid rental months by Medicare you may send this information to reopenings to have your records corrected and claims adjusted. It is best to use the reopenings request form also found in the forms section of the Jurisdiction C website.

So again, let me address those two issues. If you have had a recoupment of a previously paid maintenance and service claim you would want to go to redeterminations with that. If you have had a maintenance and service claim denied outright without payment you would want to address that with reopenings.

If 15 months have not been paid, so you go back and check your record and you see that 15 months have not been paid, you may follow one of two options to complete the remaining rental payments to reach the full (15-month cap). The first one is for rentals that are past timely filing. Suppliers will need to submit the remainder of rentals using date of service within a current filing time, refer to Jurisdiction C DME MAC supplier manual in chapter six page 26, and it is titled time limit for filing claims.

Also please indicate in block 19 (paper claims) or in the line note (electronic claims) "extend for remainder of rental months." For rentals within the filing time but outside of the original 15 months, so you are still within your timely filing limit but it is actually outside of the initial (15-month cap), please submit the rentals and indicate in block 19 (paper claims) or in the line note (electronic claims) "extend for remainder of the rental months."

This information I have just given you most of them can be found in a news archive article dated July 10th, 2007, titled maintenance and servicing denials. I just want to remind you that this information was initially sent out on the list of articles so if you were not signed up for our ListServ please visit the CIGNA Government Services website forward slash "jc" (www.cignagovernmentservices.com/jc) and you will see it is linked to sign up for the ListServ in the upper left hand corner. I do recommend doing so if you have not done that yet.

Also we do have few upcoming events that are coming out. We will be in Puerto Rico for their association meeting on the 31st of January. We will be at the North Carolina association meeting on February 5th. We will also be at the Virginia association meeting on February 20th and the (Mesa) all star conference in Austin, Texas on February 27th. And also we do have a Medicare 101 webinar on February 11th.

And that is all I have this day so I will go ahead and turn this over to your questions. Thank you.

Operator: At this time, ladies and gentlemen, if you have any questions, simply press star then one on your telephone keypad. You will hear an automatic voice prompt on the phone to indicate when you can go ahead with your question and we will ask that you give us your name before you pose your question. So once again, star one if you have any questions and we will pause for just a moment.

Louis: Yes, hello. This is Louis with the American home care in Fort Lauderdale, Florida.

James Herren: Hi, Louis. How are you?

Louis: Good. We came across on one situation where on the same (COB) a March '07 MS bill was paid and the September '07 MS bill was denied as not having paid to the 15th month.

James Herren: OK, so you have a March '07 paid ...

Louis: Paid and then September '07 which would have been the next succeeding MS bill it was denied as not having a paid 15 months, same EOB.

James Herren: Had there been 15 rental payments on that particular ...

Louis: But that's not my question. Why would you pay the first MS and not the second?

James Herren: May be we just missed it.

Louis: OK.

James Herren: That's why I ask the question if 15 rental payments have not been made it's possible that we recouped or did not pay the September and missed the March, do you know if 15 payments did pay?

Louis: Yeah, we had to go back in reopening. It seems strange to me when it was on the exact same EOB because it seemed like the transactions would have been processed both at the same time.

James Herren... best thing to do on that one is to go ahead and take a look at it. Louis I want you to give me your phone number and we will just kind of see if we can research a little more.

Louis: OK, but that was one we have already, you know, are taking care of it ...

James Herren: So you are taking care of it?

Louis: Yeah. My next question is that if you tell us that 15 months have not been paid will you tell us how many months have been paid?

James Herren: So you want to know would we be willing to tell you how many have paid.

Louis: Yeah, because otherwise we are just taking a stab in the dark.

James Herren: When you are calling customer service and you have them look at the amount that it paid they can go down the line and give you what is paid, for instance they can look and say March is paid, April is paid, June is paid – those kinds of things and give you their best estimate.

Louis: So, I mean, so (speaking of) would have the access to how many payments have been made and how many more payments need to be made in order for the 15 total payments to come up?

James Herren: Yes, sir. We should be able to tell you that information as best we can.

Louis: OK. That is all the questions I have.

James Herren: OK. Thank you, sir.

Michelle: Yes, can you hear me?

James Herren: Yes, I can. Go ahead.

Michelle: I want to know why we are being penalized for your systems being purged from all the rentals in '03 and back.

James Herren: So your question is why you are being penalized for the information ...

Michelle: Yes, because we have rentals dating – some patients have had rentals and we've done our 15-month cap and we have been billing our maintenance since 2000 or 2002 and all of sudden we are being told that we don't have enough rentals because your system has purged from September '03 back.

James Herren: I tell you what, why don't you give me your information and that we'll see if we can look into that. We should still be able to see some information there that it just depends on how far back it goes.

Michelle: Well, everything that I've been told from September of '03 all the way back has all been purged. Nobody is able to access that and that's why we're getting a lot of recoupment and a lot of denials for not enough maintenance.

James Herren: And you do not have access to those records yourself then through remittance advises?

Michelle: Not most of them, not when you're talking 2000 when it's only required to keep them for seven years.

James Herren: OK. I'd be glad to discuss that with you further if you like to see if we can try to work something out on that but like I said unfortunately we do have some information that was purged after taking over the contract so we are not able to access that.

Michelle: OK.

James Herren: Did you want me to call you back about that?

Michelle: Oh, yes.

James Herren: OK and your phone number, please.

Michelle: It's *****

James Herren: OK, thank you very much, Michelle.

Michelle: Thank you.

Cindy: Hi, my name is Cindy with Economy Medical rental and I have the same situation that Michelle does because I've got some items that were – I mean, the patient has had since like 2000 and now you're asking for recoupment showing that we haven't gotten all our 15 payments and I do show we have but I don't have the remittance because, I mean, like she said, they've been, you know, over seven years.

James Herren: Unfortunately the records purged and again, I'd be glad to call you and talk about that but we started recouping maintenance and service last year and you said these are from 2000?

Cindy: Mm-hmm.

James Herren: OK and you did not keep the records from that period?

Cindy: Well, no, I mean this is from before 2000.

James Herren: OK.

Cindy: You know, and no, because we don't keep them over seven years, I mean past seven years.

James Herren: If you give me your phone number as well, I will contact you back like Michelle and we'll discuss this.

Cindy: OK, it's area code *****.

James Herren: OK, thank you. And I do want to mention this to the callers – all other callers on the line, if you have one or two issues with purged claims to where we cannot go back and see those, this is something that we are currently addressing internally so we will have further.

Yolanda: Yes. My name is Yolanda. I'm calling from ...

James Herren: OK.

Yolanda: And I have a question about the maintenance and service as well, are you paying, you know, how you reduce after the fourth month, about 25 percent ...

James Herren: Yes.

Yolanda: ... are you paying 102.78 like a regular rental now? Because I'm seeing that on my EOBs and I'm wondering if that's going to be recouped.

James Herren: OK, when you say 102.78, are you talking about the fee schedule for a particular item?

Yolanda: Yes, CPAP for example.

James Herren: So you ...

Yolanda: With the initial rental is 102.78 and then it reduces by 25 percent and goes to 77.09 but I'm seeing on my maintenance and service claims that you are paying off the 102.78.

James Herren: OK, one moment, Yolanda...

Ronja Roland: Yolanda.

Yolanda: Yes.

Ronja Roland: OK. You were saying this is your maintenance claim that you are looking at?

Yolanda: Yes.

Ronja Roland: OK. Your maintenance claim – actually the payment for your maintenance is actually the same as your first four months of rental. It is not the reduced price.

Yolanda: OK. Thank you.

Ronja Roland: OK, thanks.

James Herren: Thank you.

Crystal: Hi. My name is Crystal calling from Sentara Home Care Services in Chesapeake, Virginia.

James Herren: Yes, ma'am.

Crystal: Well, we have an issue with when we call in to customer service to find out why our maintenance and service did not pay because we are aware – we have counted – that we have the 15 payments, now depending on the rep that you speak to I have had some that will tell me that you have to do it exactly as six months and I have had some that tell me that, no, you have to wait until the seventh month for your first maintenance and service. So which one is correct?

James Herren: Well, first maintenance should be payable six months from the end of the rental period which would be 30 days after the actual 15th month.

Crystal: So it's seven months then ...

James Herren: ... yes.

Crystal: Right. The date of service I can give you that was in question was February 7th, was my last day of a rental payment, OK, which means per our record we should be billing maintenance as of September 7th which is seven months later.

James Herren: Correct.

Crystal: But I have had a rep told me as of today on the phone from your call center that that is not correct. You have to bill this as of August, you know what I mean, so then I gave them up the exact same information on your end as far as should that be six months or seven months, it depends on the rep you speak to.

James Herren: Yes. That, unfortunately, is incorrect information that you did receive today. Did you get the CSR's name?

Crystal: Oh, I can get that and get back with you or ...

James Herren: I tell you what, Yolanda why don't you give me your phone number and I will call you back to get that information.

Crystal: OK, my name is Crystal and my direct ...

James Herren: ... I'm sorry.

Crystal: ... that's OK – direct number *****.

James Herren: OK. Thank you very much.

Crystal: Thank you.

Javon: Hello.

James Herren: Yes, ma'am. Go ahead.

Javon: OK. What I'm trying to find out is we're having – our supplier number is no longer in effect. We sold out to another company, however, we are having recoupments then from past dates of service that were prior to whenever our supplier number, you know, ceased and what we're trying to figure out since our supplier number is no longer in effect so therefore I cannot rebill for a current filing time to get my full 15 months and I would be considered past timely to use it during the original timeframe. How do I go about getting my additional 15 months on file to get – to stop my maintenance recoupment?

Ellen Edenfield: Hello. This is Ellen Edenfield and I'm with the Claims Area Technical Team the date of service you need to bill are outside the area where you have you evidently purchased the other company or how that actually work but if you now have ownership of that beneficiary you would bill them under your new number.

Javon: No. What I'm saying is our company is no longer in effect ...

Ellen Edenfield: Right.

Javon: ... we did not buy anybody out, we are out of business. Our supplier number lapsed as of April of '06 ...

Ellen Edenfield: OK, so who is currently servicing those beneficiaries?

Javon: The company we sold to.

Ellen Edenfield: OK, so if the dates of service that need to be billed are outside your billing time then that company would have to bill those rentals in order to close for maintenance and service. They now have ownership of that beneficiary's record.

Javon: Right, but you are actually retracting it from my old supplier number which means that I'm the one who is expected to pay that money back ...

Ellen Edenfield: Correct.

Javon: ... if they bill under their supplier number, they are the ones that are going to receive the reimbursements for that, how does that work?

Samantha Coleman: And that's correct. This is Samantha Coleman from the reopening department. So basically what you're saying is that you were never paid 15 months rental so you will not actually do maintenance and service so those are valid overpayments.

Javon: That's correct. I was just trying to figure out how I would be able – in my particular case, you know, would I be able to – if I could prove that I had 15 payments, could I even go through redeterminations or reopening with my old supplier number?

Samantha Coleman: Yes, if you have an overpayment, it has to go to redeterminations but if you have the records to show that you were actually paid for the 15 months you can appeal that to redeterminations and they would review that information. But if you were truly never paid for 15 months those are valid overpayments because you were not due maintenance and servicing for those dates of service.

Javon: Right, but most suppliers can – like you were saying earlier, can go ahead and bill a current timeframe and send a note to state “extend for remainder of rental months” go ahead and get the rest of their 15 and then go back and bill for the maintenance. I just don't have that because of my supplier number so I didn't know if there was anything else I could do.

Samantha Coleman: Surely what would happen with those ((inaudible)) you are correct, they could go back but if they were paying any maintenance prior to that they would still owe those maintenance and service back. They could be your future maintenance and servicing once they finish their capped rentals but even for them if they are still in business they are going to owe for those invalid maintenance and service that were paid before the 15 months were actually completed.

Javon: OK, well, thanks for your help.

James Herren: OK. Thank you.

Judie Hill: My name is Judie Hill and I'm with Complete Care Medical in Idabel, Oklahoma.

James Herren: Yes, ma'am.

Judie Hill: I received a denial on a maintenance claim, date of service 09/09/07. I had my 15 months prior payments; I faxed it to reopening on 10/31 of '07. On 12/24 of '07 I am being recouped for seven maintenance payments since that time starting March of 2004 through March of 2007. I proved that I had been paid 15 months but it has not been resolved. I called on 12/26 and they acknowledged, yes, they did get my fax and that it was still open and there was no status available.

Samantha Coleman: In that situation, let me get your name and number because what I can do is – this is Samantha Coleman over reopenings again – we can go retrieve that data because what sounds like has happened is that we've gotten your inquiry in here validating the 15 months rental but in the meantime we have identified that you were incorrectly paid maintenance and servicing and so it sounds like there has been a cross between the workload. So what I need to do is just go back and go retrieve the information that you had already sent in showing the 15 months rental.

Judie Hill: OK.

Samantha Coleman: Can I get your name and number, please?

Judie Hill: Judie Hill, H-I-L-L, *****.

Samantha Coleman: OK, Judie, I'll give you a call following this meeting today.

Judie Hill: And also, my initial date of service on this particular maintenance issue goes back 15 years.

And I'm just curious, why we're expected to retain records for 15 years, you know, when no one else has them?

James Herren: Yes, ma'am, like I said earlier we will – we are working to resolve that issue.

Judie Hill: OK. OK. Thank you.

Janine: Hi. This is Janine with Clay Home Medical in Petersburg, Virginia.

James Herren: Yes, ma'am.

Janine: We, of course, were affected by the cutover. We were previously on the old Region B prior to June 1. We have had a problem where our maintenance claims are being denied but the full 15 months and other maintenance that were paid under Region B we had the impression that all records were being transferred at the cutover from B to C.

James Herren: Let me call you back to look at some of your examples if you don't mind.

Janine: OK. The number is *****.

James Herren: I will get right back with you.

Janine: Oh, and there is kind of two parts to that question. Our problem is somewhat similar to what some of the others have mentioned their initial date of service might have been eight, nine years ago, so we are ((inaudible)) problem not that you have purged records but that Region or

Jurisdiction B has purged records and you know, if it's older than seven years we probably don't have a copy so how are we supposed to prove that we've paid 15 months.

James Herren: I do understand your question. I will talk about that when I call you, so like I said, we are trying to work on that as best we can.

Janine: OK.

James Herren: Thank you Janine.

James Herren: Go ahead, caller.

Karen: Hello.

James Herren: Yes, ma'am. Go ahead.

Karen: My name is Karen. And my first question is, I'm just a little confused since this is such a frustrating topic for so many of us and we are having the conference call, why you are unable to answer these questions publicly, I mean, why are we having to be – get return phone calls?

James Herren: Because some of the questions that are asked, we actually need to see examples Karen

...

Karen: OK.

James Herren: ... suppliers will call in and say, I have this one particular issue, why is this not being paid and unfortunately it could be a multitude of answers so we do need to look at it and see exactly what the issue is so – we would like to answer every question as it is presented to us in this call

format, unfortunately we just can't do that. What we will do is when we post the transcript of this call I will make sure to put the answers in the transcript of the call for everyone to see.

Karen: OK. I have another question ...

James Herren: OK.

Karen: ... level one and two staff members that are answering the phone. We're finding that they have little to no understanding about this topic at all. I've actually called and gotten three different answers for the number of rental payments that they were showing, from three different people. They seem to not understand anything about extending for the remaining rental months. And we're also having a great deal of difficulty being transferred to level two, you know, just a refusing to do that. Is there any further training that can be expected?

Jon Bergey: ... asking for level two ...

James Herren: Yes, Karen, one moment.

Jon Bergey: ... and I'm from the customer service department. And that is actually an area that we have identified. We have heard from ((inaudible)) we have actually recently created instructions and given them some training to try and improve that area. There is more training in that area scheduled in the very near future so we are trying to make sure CSRs are consistently giving out the correct rental information. So, yes, we are aware and addressing that issue.

Karen: And I'm just curious, is the level two department located in Tennessee?

Jon Bergey: Yes.

James Herren: And Karen, I do want to stress too that if you asked to speak to a level two representative, you asked to speak to a manager and -

Karen: Right.

James Herren: ... you get any sort of push back on that. Make sure to get their name and information. They should not be refusing that request.

Karen: We have that information.

James Herren: OK.

Karen: If you want to return my call I can give you a list of people that we have identified that really could use in training.

Jon Bergey: Let me get your phone number, please Karen.

Karen: OK, ***** and my extension is ****.

Jon Bergey: OK, I'll give you a call.

Karen: I'd appreciate it, thank you.

James Herren: Thank you, Karen.

Connie: Hi. This is Connie with Trinity Home Medical Equipment.

James Herren: Mm-hmm.

Connie: I have a challenge with it seems as though the 15 months are not recognizing a temporary code, then we had K codes and then it went to a permanent code. I have actually like the others have been pulled back from many, many years ago and fortunately I'm able to prove and give copies of all remittances.

And I recently received a letter saying, thank you, but our decision was correct in recouping your money. You still did not prove good enough. I don't understand how I can then respond back to proving the 15 months, giving 15 months of remittances and then have to go to, I guess, a redetermination I guess, then or may be even an appeal of their recoupment?

James Herren: Yes, ma'am, you would have to go through with redetermination.

Connie: OK, so the system does not recognize the temporary codes and the permanent codes of the same piece of equipment as 15 months? Is that – may be I'm – pretty my question incorrectly.

Ellen Edenfield: This is Ellen Edenfield in the claims area, and we do have a crosswalk from old to new code and we have a work instruction that identifies that but we may have to see examples of what you had and ((inaudible)) someone to review it correctly or – because we keep track of what is billed under each of those codes and then we would have to look at both to determine 15 months.

Connie: OK, so I guess I will appeal on one. Another question that I have is I have more than one that have been pulled back which – like everyone else but another that I have given all the proof I received a letter back and I'm told they are saying thank you we have got your proof for dealing with this, wait 60 days before we let you what is going on.

I've waited the 60 days, called back and they said, well, we're very behind, you might have to wait 60 more days. You guys recouped over \$2000 of money that was (well do with), how long do I have to wait for them to recognize that it is correct?

James Herren: How old – you sent a redeterminations request for a recoupment that you received, is that correct?

Debbie: Hi. This is Debbie in redeterminations, and can I get your name?

Connie: Yes, Connie.

Debbie: Connie, I'm going to have to give you a call back and get your examples.

Connie: OK, I'd appreciate it.

Debbie: OK, and your number ...

Connie: *** area code, *****.

Debbie: OK, thank you.

Connie: You're very welcome.

James Herren: Thank you.

Selena: Hi. Can you hear me?

James Herren: Yes, ma'am.

Selena: Hi. Yes, my name is Selena and I'm calling from Medical Billing Solutions in Fort Lauderdale, and again, on the same line that everybody else is saying on the recoupments for the

maintenance, since you guys don't have records for a certain date back, would it be possible for you guys to stop the recoupments until this matter straightened out on your end? Because it seems like not only is it creating a lot of work for providers and there are a lot of people out there say at level one and level two who don't know how to answer the questions. But it seems like with all the stuff we have to send in with proof and everything else, it's creating a lot of work on your end too, and I can't see that this efficient until you guys have straightened it out on your end and somehow get the records that are lost, that are causing the recoupment.

James Herren: To give you a short answer on that, unfortunately, no we really cannot hold off on that.

Ellen: At the beginning of the transition to Jurisdiction C, we went to CMS with several proposals on how to handle the Maintenance Service Claims because we feel you're paying, on this end, as much as you're feeling it because it is a workload, that it's huge, and it's a lot of research and we went with several options and unfortunately CMS came back to us but this is the option we had to take and this is what we have to do to resolve the issue. It's not pretty. None of like it, but that's what we have to do.

Selena: All right, well, let me say this. I see that a lot of the recoupments that are coming back are incorrect, so that's an issue that they shouldn't be being recouped, and like I said, it's causing a lot workload for you guys as well as us. But even if they were correct, let's say somebody didn't get 15 months and they started their maintenance early, it's not like Medicare is out of any money. The provider is out a month or two.

Ellen: I understand.

Selena: So, he would have gotten maintenance anyway, so it's almost like Medicare got away with paying a month or two, so you saved money, and then they started maintenance early, which is one payment every six months, I don't know, it just seems like it was a benefit, you know, it's a

benefit to stop the mess because the provider is out a month or two. Medicare save a month or two, and then started maintenance. Do you see what I'm saying?

Ellen: I absolutely see what you're saying and that's exactly what we told CMS that we've already 15 months when you think about whole – what ((inaudible)) and maintenance and services we paid to date, but unfortunately that's not the direction we were given.

Selena: Right, right, because even if you paid 13 months and then somebody got once every six months, it's still a savings of money and also, going back to – like I have customers that you guys have gone back to 1997 and 1998, and like everyone's saying – I mean, we keep a lot of our records and we're able to prove 15 months but I don't like to storage and have to and pull 15 months because there are no records prior to a certain date in 2003. It just seems like it's just, we're wasting our money, your money, taxpayer's money, government, everybody, and something really need to be done. Then, just I'll go with the directive from CMS. CMS needs to then say, listen, we all need to present the case and say it's got to stop. We're recouping money in error and who cares if somebody got away with only getting paid for 14 months? It's a savings.

Male: Thank you, Selena, we've discussed that, like Ellen said, with CMS and unfortunately, the direction we received was to proceed in this manner and we absolutely understand where you're coming from on that. We've had these discussions as well.

Selena: Okay, well, thank you.

James Herren: Thank you, Selena.

Yvonne: Yes, can you hear me?

James Herren: Yes, ma'am, go ahead.

Yvonne: Yes, my name is Yvonne. I have a couple of questions. The first one, regarding the maintenance service, we might not have not have the remits but we have the date and the check numbers – if we send those in, would that be able to – or, we have to send the physical remits in?

James Herren: Thank you. Yvonne let me ask you a clarification question on this. You say you don't have the remits but you do have the check numbers, and is this within seven years or outside of seven years?

Yvonne: Yes.

Female: That's something that we can definitely take as a takeaway until we get the possibility of potentially doing that. And so, this group will take that away and we'll add that in to the Minutes that are posted out there on the online so that everybody has access to that.

(Note: Suppliers can use whatever information available to show proof of 15 paid rental months.)

Yvonne: Okay, because it's like your records don't back but a certain amount of time. Our records don't go back a certain amount of but our system has it where every payment is entered in with a check and the dates, but when I called the CSR's they said, "No, you cannot use it as proof." So, is this?

James Herren: Like we're saying, Yvonne, I think we are going to have to review that; that you do bring up a good point; it's something that we can look at. Like ((inaudible)) said, we will post that in the Minutes that I will have out there shortly.

Yvonne: Okay.

James Herren: So, thank you for that question. And if you want, why don't you give me your phone number and I'll call you directly, since it is a good question.

Yvonne: Okay, it's *****.

James Herren: Okay, thank you.

Yvonne: And then I have another question.

James Herren: Okay, go ahead.

Yvonne: Okay, as far as calling the CSR's for when we get our denials and it states that we haven't gotten enough payment. I've gotten to – I mean it's frustrating not only for me, I'm sure it's frustrating for you also – when we're call and we're given three or four different dates, different answers, and they tell us to do four dates of service or two dates service. We do that. You turnaround and it's denied – I mean, we billed too many or too less. And I've billed one that it's coming back that it's purchased with a CO35 denial code. But then you have to go back – you know, you call and it has to be reprocessed and you're given a confirmation number, but it's been weeks, and months go by and we still have gotten an answer on those reprocessed claims either.

James Herren: Okay, I'll discuss that with you when I call you, Yvonne, I do apologize for any misinformation or incorrect information that you're given by Customer Service. We do have a Customer Service trainer here who can certainly take that information back to them and educate them.

Yvonne: Okay.

James Herren: We do appreciate the feedback.

Yvonne: Oh, okay. Thank you.

James Herren: Thank you.

Elaine: This is Elaine with ...

James Herren: Hi, Elaine.

Elaine: Hi, how are you doing today?

Male: Doing well. Thank you.

Elaine: Oh, good. I've got a couple of questions and incidents that we've encountered with the 15 months where we didn't receive the 15 months and we recalculate and submit for payments on those months and we're receiving payment but then when the maintenance and service drops, it's denied again, telling us that we haven't met that spend down for the maintenance and service. And what we ultimately have to do is callback again, and wait online as usual, and then talk with another Representative there and they have to physically go in and adjust that claim to pay the maintenance and service. It's a lot of extra work and I'm wondering if there's another way that it can be handled. I don't want to beat a dead dog. I understand you guys have training going on but it's very frustrating when we have to keep calling and we're on hold for time, time, time and it takes away from our time of trying to process new claims.

James Herren: No, I do understand, Elaine, that that's not the best way of doing things. The maintenance and service that are being denied are those on the same claims that you're billing to finish out the capped period, so you're billing maybe the 14 and 15 month and then also putting maintenance on there as well?

Elaine: Well, the 14 and 15 months, yes, and it pays, and then when the maintenance and service claim goes in, it denies and we have to physically call again and they have go in manually and adjust that claim to allow payment on it.

James Herren: My question was, is the maintenance service date also on the same claim as the 15th or 15th or 14th rental months?

Elaine: No.

James Herren: They're not. They are separate claims?

Elaine: Yes.

James Herren: I'll tell you what Elaine, let me – I'm going to contact you on this because I think that a lot of what you're saying here is – we have an idea of where the errors may be and it's certainly something that we can educate on. It could be that some people are not setting up CMN's properly, so we might need to educate on that. What's your phone number?

Elaine: It's *****.

James Herren: Okay, thank you very much. And did you say you had another issue?

Elaine: I do. Going back to one of the previous people – they were talking about how to reach the level two and if we can't get the people that we're talking to, to transfer us to the level two, how do we get to the level two to find out a question?

James Herren: Well, your question is that if you get to a Level One CSR and they just absolutely refuse to transfer you?

Elaine: Mm-hmm.

James Herren: I hate say it, but the best thing to do is probably just get their name and the time of the call and hang-up and call right back and ask to speak to either a Level Two Representative or a Manager immediately.

Elaine: Okay.

Erin Moorman: This Erin Moorman, let me speak up there too, and that's a tough call only because we are encouraging our tier ones to make the right decision and if it's a complex inquiry, Tier One should be handling those, it should not go to Tier Two and I understand where the ((inaudible)) community is coming from because I feel like the answer they're getting is incorrect, but to be on the side of the Tier One for just a second, they have a list of things that are complex and a list of things that arte not complex.

Elaine: And well, what I'm encountering with the Tier Ones is when you call in – because I mean we kind of understand what's going on and we're thing to explain to the Tier One what's going on and in turn what they're doing is going back to Tier Two and talking to them, and what they're conveying to Tier Two is not what we're talking about and we're not getting a correct answer, even from the Tier Two.

Erin Moorman: Okay, well, thank you. We appreciate that feedback and we'll continue to work on that because it is difficult the way it is right now, not every call can go to Tier Two and that's some of the struggle that we're having. We're not fast to take all the calls and a lot of the suppliers – and I'm not saying you, necessarily, are forcing that and Tier Two is getting a lot of calls and then they

hang up and say that I shouldn't have never gotten that call. Tier One should have been able to handle the call. But it is a loss in translation is a lot of what's happening if Tier Two understood the question and could answer it and Tier One misunderstood it or didn't relay it properly. And I understand that is frustrating and it is crating a lot of confusion from a contractor standpoint, we have appropriate staffing for Tier One and we have appropriate staffing for Tier Two and it's a balance that we have to continue to workout. So, I appreciate that feedback and we'll add that to our list.

Elaine: All right, thank you.

James Herren: Okay, go ahead caller.

Lynn Evans: This is Lynn Evans from Piedmont Medical Supply in Hickory, North Carolina. Yes, I have a question. If the timely filing falls within the '06 – the '06 date of service and I mean that 2006, if the last rental payment was filed in 2006, and the ((inaudible)) rentals actually stops in 2006, will that be considered a longer maintenance or will your computer system take that?

James Herren: Lynn Evans, I am sorry, I don't understand the question. Now, you're saying you have a capped period that ends some time 2006, is that correct?

Lynn Evans: Yes. I have maintenances that were recouped. And I have where one payment was left. I went back to do the timely filing and when I did that the claim was rejected, so I had to re-file the claim, however, the date of service to end that timely filing was 12/31/07. So, I don't exactly know how to fix that particular claim, if I had went back and filed the last month it would occurred during 2006 and my question is, if that last month occurs during 2006 and in actually 2006, do you stop your cap maintenance programs? Is your computer setup to recognize that that will be my last rental associated with the maintenance program or will it deny it?

James Herren: No, it should recognize it as the last rental to finish up cap period.

Lynn Evans: And so, what if it doesn't, which I assume...

James Herren: Assuming that's what happened in your case?

Lynn Evans: I believe so.

James Herren: Okay, well, like I said, it should do that. We would have to take a look at your particular claim. Why don't you give me your phone number and I'll contact you back on that one.

Lynn Evans: My number is *****.

James Herren: And like I said, Lynn, I will contact you back on that.

Lynn Evans: Okay. I also had another question. What is the timely process for you guys to handle these types of things? I understand that you're probably understaffed because you probably didn't realize that it was going to be this massive. And I've been told that there are people who are working on current issues as well as tax people working on the old issues. I'm just a little concerned because what eventually happens is the supplier community is left holding the bag. Because there's no way I'm going to go out and take wheelchairs from grandmas.

Male: No, no. We do understand that.

Lynn Evans: So I would just – I'm just going to vent here for a second and I'd appreciate if you would forward that to CMS, because they don't quite understand because they're not looking at these little old people in the face.

James Herren: Okay. We will definitely do that. And I'm sorry, your question at the beginning was you wanted to know what the time limits were for – I apologize. Was it reopenings and redeterminations?

Lynn Evans: Anything. It's amazing to me, I've discovered that on the remits, when we're told that we have 120 days to respond if we have – we don't agree with the decision, those 120 days, I have been told, count every day, Monday through Friday – or Monday through Sunday, even holidays. But on your returns issues, when you're supposed to pay 62, 110 or however many days it take you to respond, you only count days during the week and you don't count holidays. So you're – it just seems to me like it's basically a one-sided issue.

Debbie Elder: Lynn, this is Debbie with redeterminations and with redeterminations we do have a 60-day time limit and it does include Monday through Sunday and holidays, but unfortunately we are in a backlog situation right now. However, we are working to get timely. And we should get timely hopefully in early February. So you shouldn't see that with redeterminations much longer. And other areas are in the same situation, but we do recognize Monday through Sunday and holiday.

Lynn Evans: Okay. Well that – the information I was given then was obviously incorrect, which I'm sure you can understand the frustration that is on the provider community because we are attempting to actually help these people.

James Herren: I agree. I understand.

Lynn Evans: I appreciate it.

James Herren: Thank you, Lynn.

Carmen: Hi. My name is Carmen and I'm calling you from (My Pharmacy). I don't want to keep up taking time with the same issues, but I have various issues that were already discussed and I was wondering if you could take my number so that you can call me back.

James Herren: No problem.

Carmen: Okay. Great. My name is Carmen; the number here is *****.

James Herren: And you said your issues were ...

Carmen: They're – yes, the same – basically the old cap to rental maintenance is being sort of recouped and we don't have all the records any longer. Some of them initiated in 1999 and 1998 and we just don't have those records to be able to research it. It looks to us, in our computer system like they were paid, but I can't prove that.

James Herren: Yes. Okay. Yes, I'll be glad to call you, Carmen, to discuss it.

Male: Okay. And I just have – I do have questions that I don't believe have been brought up yet and on the cap rental maintenances, where a KX modifier has been requested to be added to continue that, we would have to have the – basically the medical records on file, correct?

James Herren: That is correct.

Male: Like the new requirements.

James Herren: That is correct. That is what the KX modifier indicates.

Male: So those medical records can be recent medical records? Because it'll be impossible to get, like I said, some of these items may be from 1998 and '99.

James Herren: Yes. That is correct.

Male: So from the current date of the beginning of the KX modifier is fine?

James Herren: Correct.

Male: Alright. And another question is when we cannot do that, when we cannot get in touch with the doctor or the doctors aren't willing to work with us or whatever and we need to stop that. From this point on then, the patient would be responsible for any maintenance to that equipment?

James Herren: We have a letter on our website, it can be found under the education section of the CIGNA Government Services website forward-slash, JC, (www.cignagovernmentservices.com/jc) and it's a letter from the Jurisdiction C Medical Director, Dr. Adrian Oleck.

Male: Yes.

James Herren: That letter is something you can give to a physician who is not supplying you with information and it does spell out the ...

Male: Yes, yes. I am aware of that letter, but there are physicians that do not cooperate.

James Herren: No, I understand.

Male: Okay. So we would continue to be responsible for the maintenance of this equipment in spite of the fact that we cannot bill for that.

James Herren: Yes.

Male: Okay.

James Herren: It's something you do need to work out with the physicians.

Male: And – or can we pick the – I mean, we can't pick that equipment up at this point. These people cannot – I mean especially with a hospital bed, you can't – well they can, if we've been paying – if we've been paid cap rental. At that point, they can't – they shouldn't be going anywhere else. So if we can't work it out with a physician, we just have to continue to provide the maintenance, but not bill for that?

James Herren: Well, I mean ...

Male: And I do have, in situations, I do have situations where that has come up. Not a lot, but I have a few.

James Herren: I understand. I mean, legally, you can take the equipment up. I would hope you would not.

Male: No, no, no.

James Herren: That's something really that I don't really know what the – if you're having a problem with the physician, I don't know what your recourse is after that letter and the physician still refuses to work with you, I don't know how your State Boards work and things like that.

Male: Alright. I will definitely look at that letter and make sure that we are getting it out in every case and see. But ...

James Herren: You would think a physician would want to do something like that.

Male: Yes. But sometimes they'll tell you that they haven't seen the patient for awhile and then you track the patient down and get the number of a different physician and they just – it can be a problem sometimes.

James Herren: I understand.

Male: Okay. Thank you so much.

James Herren: Alright. You're welcome.

Sandra: Hello? Can you hear me?

James Herren: Yes, ma'am. Go ahead.

Sandra: Okay. My issue is regarding, in all these recoupments, when patients are in the hospital and all these maintenance – we've got maintenance accounts on. My question is how do you count back when you're trying to bill back again for that maintenance and to readjust the rental months if I'm going to be recouped one month that the patient was in the hospital during that maintenance period?

James Herren: Okay. Yes. We will recoup when a beneficiary gets in a hospital.

Sandra: I am aware of that.

James Herren: Okay. You can ask for one month or whatever – however many months you need, to be added to the end of that maintenance and service period, like I discussed at the beginning of the call, I mentioned that you could put in Block 19, or in the claim line note, something along the lines of “please extend the rental by one month, patient in hospital, patient in SNF,” something like that will allow for the rental period to be extended by one month or two months or however many ever months you need.

Sandra: Okay. My question is, from what date do you put it? Do you have to go back all the way to 2006? Or can you start at the, say, for last month?

James Herren: It would depend on if you're within or without timely filing. So if you're outside of your timely filing period and you need to have that extra month paid, then just bill within timely filing, the first month.

Sandra: I'm billing an '06 account recouped and I need my maintenance now get paid. Or do I have to bill that as a rental versus maintenance so I can get that counted?

Ellen Edenfield: This is Ellen again. Are you saying your maintenance and service was recouped?

Sandra: Some of them get recouped at maintenance and service and then I've got old ones that get recouped while the people are rental.

Ellen Edenfield: Okay. There is a section in the supplier manual talking about ((inaudible)) items versus in-patient stays. You may want to look at that because it tells you how to change your anniversary date for rentals, based on the in-patient stay. And as far as maintenance and service, you would just pick up whenever they were discharged.

Sandra: Hospital.

Ellen Edenfield: Okay?

Sandra: If I do that, it gets denied.

James Herren: Do you have specific examples of what you're talking about?

Sandra: Yes, I do.

Ellen Edenfield: Because I think maybe we're all thinking something a little bit different.

Sandra: My problem is I put all of that information on my HAO record and when I call and speak to the rep, or when it's getting processed, it's being ignored.

James Herren: Can you go ahead and give me your name?

Sandra: Sandra.

James Herren: Okay, Sandra, and like Ellen had said, if you can give us your phone number, we're maybe discussing two separate things. I think we're going to need to see these.

Sandra: Okay. And that's *****.

James Herren: Okay. Thank you, Sandra; we'll get back to you. And Kevin, we'd like to go ahead and end the call now if we can, please.

Operator: Alright. Very good. I'll turn it back to you for any closing comments that you may have, Mr.

Herren?

James Herren: Actually, I'm good. I thank everyone for participating today.

Operator: With that, ladies and gentlemen, we will conclude the call. Thank you for your patience and for your participation. Have a good day.

END