![CMS logo — CENTERS for MEDICARE & MEDICAID SERVICES]

CENTERS FOR MEDICARE & MEDICAID SERVICES
COORDINATION OF BENEFITS AGREEMENT (COBA)

This agreement for coordination of health insurance benefits (hereinafter referred to as "Agreement") is entered into by and between the "Trading Partner" (as provided in Article IX) and the Centers for Medicare & Medicaid Services (CMS) Contractor (as provided in Article IX).

In order to secure data that reside in a CMS Privacy Act System of Records (SOR) and data maintained by a Trading Partner for coordination of benefit payments, to ensure the integrity, security, and confidentiality of the aforesaid data, and to permit appropriate disclosure and use of such data as permitted by law, the CMS Contractor and the Trading Partner enter into this Agreement to address the conditions under which data will be exchanged for the purpose of coordinating health insurance benefits.

Whereas the Trading Partner may contract with an entity to perform some or all the functions associated with this Agreement, the Trading Partner must require any entity with whom it contracts, and any subcontractors thereof, to comply with all applicable requirements and terms of this Agreement. The Trading Partner will obtain satisfactory assurance and documentation of the satisfactory assurance, as required under 45 CFR §164.502(e), from any entity with whom it contracts, and any subcontractor thereof, that it will appropriately safeguard the protected health information covered by this agreement.

I.   DEFINITIONS
For the purpose of this Agreement:

A. The term "Centers for Medicare & Medicaid Services (CMS)," formerly the Health Care Financing Administration, means a component of the U.S. Department of Health and Human Services (HHS) responsible for administration of the Medicare Program.

B. "CMS Contractor" means the Coordination of Benefits Contractor (COBC) that has been designated to administer CMS' COBA activities.

C. "Trading Partner" is defined as an issuer of an insurance policy that supplements Medicare or a State agency responsible for administration of Title XIX of the Social

Security Act. It is also defined as a federal agency, or contractor thereof, that administers and provides health care benefits for its eligible beneficiaries or an entity working under contract with a self-insured employer plan or an insurer to adjudicate claims and perform other insurance functions. A trading partner does not include entities that merely receive, route, and/or translate files, such as health care clearinghouses, network service vendors, data transmission services, and billing services.

D. The "Eligibility File" is the data file provided by the Trading Partner containing the required information to identify Medicare beneficiaries.

E. The "Claims File" is the data file provided by the CMS Contractor containing Medicare adjudicated claims information.

F. The term "Line of Business" refers to the type of insurance product or policy or benefit program for which a trading partner provides coverage or benefits.

G. The term "Trading Partner Contractor" refers to entities that merely receive, route, and/or translate files that contain protected health information (PHI) on behalf of the trading partner. Such entities include healthcare clearinghouses, network service vendors, data transmission services, and billing services.

H. "Protected Health Information (PHI)/Individually Identifiable Information," as defined in 45 CFR § 160.103, refers to any information, whether oral or recorded in any form or medium, that: 1) is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and 3) identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. Specific examples of what constitutes PHI/individually identifiable information are found at 45 CFR § 164.514.

II.   PURPOSE OF AGREEMENT

The purpose of this Agreement is to facilitate the furnishing of claims data for Medicare benefits processed for Medicare beneficiaries or their assignees under sections 1816 and 1842 of Title XVIII of the Social Security Act.

III.   TERMS AND CONDITIONS

A. FUNCTIONS TO BE PERFORMED BY THE TRADING PARTNER OR ITS CONTRACTOR

The Trading Partner or its contractor, as designated in the Attachment, shall perform the following functions:

1. Provide, at least monthly, an updated Eligibility File. The most current readable file will be used by the CMS Contractor to select claims information for the crossover process.

2. All Eligibility Files must be prepared in accordance with CMS's file layout and specifications as outlined in the COBA Technical Implementation Guide. [1]

3. Provide a separate eligibility file for its Medicare supplemental (otherwise termed "complementary") and Medigap lines of business. Note: CMS and the COBA trading partner will mutually agree upon the need for providing additional separate eligibility files for other lines of business for which a COBA trading partner provides coverage or benefits.

4. Select claims options in Section IV of the Attachment to indicate the types of COBA claims to be transferred. Provide fifteen (15) calendar days advanced written notice to the CMS Contractor contact identified in Section II of the Attachment for subsequent changes to the COBA claims options selected in Section IV of the Attachment.

5. Use the CMS Contractor-assigned unique COBA Identification Number (COBA ID) in the prescribed Eligibility File layout and on all correspondence relating to this Agreement.

6. As appropriate, complete all sections of the Attachment. If applicable, in Section V of the Attachment provide the requested information (i.e., name of Trading Partner Contractor) about all entities that have a contract with the Trading Partner to perform some or all of the functions associated with this Agreement.

7. Cancel or amend current Trading Partner Agreements (TPAs) with Medicare contractors and address closing of "transition claims" and invoice payment upon implementation of this Agreement.

8. Article III.A.1 through 5 do not apply to trading partners that will not provide the CMS Contractor with an Eligibility File yet will receive an electronic Claims File. However, all other provisions of this Agreement apply.

   Provision III.A.8 is not effective until CMS implements a COBA claim-based process. Notification of the implementation date of the COBA claim-based process will occur per Article VII.

9. Article III.A.1 through 5 do not apply to trading partners that will not provide the CMS Contractor with an Eligibility File nor receive an electronic Claims File. These Trading Partners will receive COBA claims via hardcopy Notice of Medigap Claim Information (NOMCI). However, all other provisions of this Agreement apply.

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[1]   The COBA Technical Implementation Guide is located at www.cms.hhs.gov/medicare/cob/coba/coba.asp

Provision III.A.9 is not effective until CMS implements a COBA claim-based process. Notification of the implementation date of the COBA claim-based process will occur per Article VII.

B. FUNCTIONS TO BE PERFORMED BY THE CMS CONTRACTOR

The CMS Contractor shall perform the following functions:

1. Provide a unique assigned COBA ID, instructions, and specifications regarding such matters as installation procedures, file layout requirements, data transfer specifications, as necessary, for a timely and efficient test, implementation, and transfer of information under this Agreement.

2. Upon receipt of an Eligibility File update, populate the Common Working File (CWF) Beneficiary Other Insurance (BOI) auxiliary record. Only records that successfully pass all edits will be used to prospectively select Medicare claims to be transferred.

3. Provide an electronic acknowledgment report for each Eligibility File update, including details of why eligibility file updates were not accepted. An example of the report's layout will be provided in the COBA Technical Implementation Guide.

4. Provide, at least monthly, a Claims File in the layout as outlined in the COBA Technical Implementation Guide. This file will include COBA claims data as specified on the Claims Selection Options in Section IV of the Attachment.   The frequency of data transfer will be outlined in Section III of the Attachment

5. Inform the Trading Partner of any pertinent changes in the system used by the CMS Contractor that may impact the claims data transferred. Such changes may include data set names, file format, points of contact, address changes, change in protocol, etc. When possible, the CMS Contractor will provide 120 calendar days advance notice of such change. CMS and the CMS Contractor shall not be held liable for any cost incurred by the Trading Partner associated with or resulting from such change.

6. Article III.B.2 and 3 do not apply to trading partners that will not provide the CMS Contractor with an Eligibility File yet will receive an electronic Claims File. However, all other provisions of this Agreement apply.

Provision III.B.6 is not effective until CMS implements a COBA claim-based process. Notification of the implementation date of the COBA claim-based process will occur per Article VII.

7. Article III.B.2 through 4 do not apply to trading partners that will not provide the CMS Contractor with an Eligibility File nor receive an electronic Claims File. These Trading Partners will receive COBA claims via hardcopy Notice of Medigap Claim Information (NOMCI). However, all other provisions of this Agreement apply.

Provision III.B.7 is not effective until CMS implements a COBA claim-based process. Notification of the implementation date of the COBA claim-based process will occur per Article VII.

C. RECREATION OF LOST OR INDECIPHERABLE DATA

If the Eligibility File is lost, damaged, not readable, or the receiving party deems the data to be invalid, incorrect, or insufficient, the receiving party agrees to notify the sender within five (5) business days.

The receiving party shall have 40 business days from the estimated date of delivery to notify the sender that a Claim File was lost, damaged, not readable, or the receiving party deems the data to be invalid, incorrect, or insufficient. The sender shall retransmit a Claim File to the receiving party, at no additional cost, within five (5) business days from the date of notification by the receiver if the previously transmitted Claim File was lost, damaged, not readable, or contained invalid, incorrect, or insufficient data.

D. FEES AND PAYMENT TERMS

1. Fees:
   a) The standard per claim rates for routine COBA claims information transfers, where the Trading Partner provides the CMS Contractor with an Eligibility File, are as follows:

Fiscal Intermediary and RHHI Claims:	$. 69
Carrier and DMERC Claims:	$. 54

   b) The standard per claim rates, where the Trading Partner does not provide the CMS Contractor with an Eligibility File, are as follows:

Carrier and DMERC Claims:	
Electronic Receipt	$ .54
Paper Receipt	$1.00

   NOTE: The fees established under 1a and 1b above are subject to change with notice from CMS. These fees do not apply to State Medicaid Agencies.

c) Special requests by the Trading Partner that require the CMS Contractor to provide claims information, other than as provided for under Paragraph 1.a-b of this Article, must be made in writing by the Trading Partner to the CMS Contractor. CMS will consider these requests and evaluate separately for costs. If CMS agrees it can fulfill the request, it will determine fees prior to the initiation of the requested activity.

2. Payment Terms:

   a) Charges will be billed monthly by the CMS Contractor. Payment is expected within 30 calendar days from the date of invoice. An unpaid invoice becomes delinquent on the 31st calendar day.

   b) CMS may terminate this Agreement if any invoice remains delinquent for a period of 120 calendar days.

   c) The Trading Partner will be invoiced for claims for those Medicare beneficiaries provided on an eligibility file that are transmitted to the Trading Partner in the formats described in Section III.B.1 of the Attachment. The CMS Contractor will review documented evidence from the Trading Partner of erroneous crossover claims. If the CMS Contractor determines that the Trading Partner was charged for erroneous crossover claims, it will adjust future invoices to the Trading Partner to account for charges related to documented erroneous crossover claims. Erroneous crossover claims are defined as cases where the Medicare beneficiary was not on an eligibility file, a transmission error occurred, the claim was not consistent with the selection criteria, duplicate claims were sent by the CMS Contractor, or claims received were not for the trading partner's insureds.

IV. PRIVACY AND USE OF INFORMATION

A. The individually identifiable health information described in this agreement is being furnished by the CMS Contractor and the Trading Partner for use in the electronic coordination of health insurance benefits between the Medicare Program and the COBA trading partner, as defined in Article I.C. The CMS protected health information/individually identifiable information is confidential and subject to the provisions of 5 USC §552a (i) (3) under the Privacy Act of 1974. Furthermore, the privacy rule under HIPAA (Standards for Privacy of Individually Identifiable Health Information) applies to all health plans, health care clearinghouses, and health care providers that transmit protected health information in electronic transactions. To assure that no records held confidential under the Privacy Act of 1974 and/or the HIPAA privacy rule are improperly used or disclosed, the CMS Contractor and the Trading Partner agree that any information furnished by the other party will be used only as authorized under the terms and conditions of this Agreement and may not be further disclosed. No party shall be permitted to disclose or use information that is of a proprietary nature, except as permitted by the terms of this Agreement.

The Trading Partner agrees to the following conditions:

1. That each individual, for whom information is being provided, is insured or covered by the trading partner in its role as an insurer or benefit program that pays after Medicare.
2. That it will utilize the information solely for the purpose of determining liability following Medicare's payment or determination.
3. That it will safeguard the confidentiality of and prevent unauthorized access to the Medicare data.
4. That CMS retains all ownership rights to the Claims File.
5. That it does not obtain any right, title, or interest in any of the data furnished by CMS.

The CMS Contractor agrees that, pursuant to the Privacy Act of 1974, the HIPAA privacy rule, and the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 (Public Law 106-102, codified at 15 U.S.C. 6801), it shall maintain the confidential nature of all nonpublic personal information obtained from the Trading Partner on behalf of its customers—namely, Medicare beneficiaries.

B. The Trading Partner, CMS, and the CMS Contractor shall establish appropriate administrative, technical, procedural, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the data. The safeguards should provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information Systems (http://www.whitehouse.gov/omb/circulars/ a130/a130.html), which sets forth guidelines for security plans for automated information systems in Federal agencies. The Trading Partner agrees to the establishment of the following procedures:

1. Limit access to the data to only those employees, agents, and officials who need it to perform their duties in connection with the authorized use.
2. Store and process the Claims File in such a manner that unauthorized persons cannot retrieve information by any means, including computers, remote terminals, or other means.
3. Instruct all personnel and agents who will have access to the data regarding the confidential nature of the information, the safeguards required, and the criminal sanctions. Web-based training and other non-classroom alternatives are acceptable means for providing this instruction.

C. The Trading Partner agrees that in the event CMS determines or has a reasonable belief that the Trading Partner has made or may have made disclosure of the Claims File information that is not authorized by this Agreement or other written CMS authorization, CMS, in its sole discretion, may require the Trading Partner to: (a) promptly investigate and report to CMS the Trading Partner's determinations regarding any alleged or actual unauthorized disclosure; (b) promptly resolve any

problems identified by the investigation; (c) submit a formal written response to an allegation of unauthorized disclosure; (d) submit a corrective action plan with steps designed to prevent any future unauthorized disclosures; and/or (e) return data files to CMS. The Trading Partner understands that as a result of CMS' determination or reasonable belief that unauthorized disclosure(s) has or have taken place, the CMS Contractor may refuse to release further CMS data to the Trading Partner, report the unauthorized disclosure(s) to the proper government authority, and terminate this Agreement.

D. The Trading Partner will obtain satisfactory assurance and documentation of that assurance, as required in 45 CFR §164.502(e), from any entity with whom it contracts (e.g., clearinghouse, billing service, data transmission service, or network service vendor) to ensure that the Trading Partner Contractor (identified in Section V of the Attachment) will appropriately safeguard the protected health information covered by this Agreement.

V.   PENALTIES FOR UNAPPROVED USE OR DISCLOSURE OF DATA

A.   The Trading Partner hereby acknowledges that criminal penalties under §1106 of the Social Security Act {42 U.S.C. §1306(a)} may apply to disclosures of information that are covered by §1106 and that are not authorized by regulation or by Federal law.

B.   The Trading Partner acknowledges that criminal penalties under the Privacy Act {5 U.S.C. §552a (i) (3)} may apply if it is determined that the Trading Partner, or any individual employed or affiliated therewith, knowingly and willfully obtained the PHI/individually identifiable information under false pretenses.

C.   The Trading Partner acknowledges that criminal penalties may be imposed under 18 U.S.C. §641 if it is determined that the Trading Partner, or any individual employed or affiliated therewith, has taken or converted to its own use data file(s), or received the file(s) knowing that (it) they were stolen or converted.

D.   The Trading Partner acknowledges that civil and criminal penalties under HIPAA (Public Law 104-191) may apply if it is determined that a person wrongfully discloses individually identifiable health information.

VI.   LIMITATION OF LIABILITY

The CMS Contractor shall use reasonable efforts to assure that the information, data, electronic files and documents supplied hereunder are accurate. However, CMS or its Contractor shall not be liable to the Trading Partner or any other party for any damages or expenses, including, without limitation, direct or indirect, special, incidental, consequential or punitive damages, court costs, and attorney fees or for damages in any amount incurred as a result of inaccuracies in any of the information, data, electronic files, or documents supplied hereunder.

VII.   NOTICES

Any notice and informational mail pertaining to this Agreement from either party to this Agreement shall be given in writing and mailed to the appropriate parties identified in Section II.A or Section II.B of the Attachment under contact information and shall be deemed duly given when personally delivered or sent by overnight carrier or by certified mail, return receipt requested, postage prepaid. If either party to this Agreement changes its address during the term of this Agreement, that party shall provide notice of such change of address to the other party, pursuant to this paragraph. Alternatively, notices and informational mail pertaining to this Agreement may be conveyed via e-mail or other electronic notice if both parties agree to the use of this medium. Such notices are deemed as given based on the date of receipt within the electronic system used by the receiving party.

VIII.   TERMS OF AGREEMENT

A. This Agreement may not be further assigned and duties hereunder may not be further delegated.

B. This Agreement, together with all sections within the Attachment, constitutes the whole agreement between the Trading Partner and CMS and shall not be altered or varied by oral understanding or agreement or by any other means not contemplated herein.

C. This Agreement shall be effective upon the date of its execution by the Trading Partner and the CMS Contractor and shall automatically renew for successive periods of one (1) year, unless superseded or terminated.

D. Either the Trading Partner or the CMS Contractor may terminate this agreement by giving at least sixty (60) calendar days advanced written notice to the other party. The provisions of Articles IV - VIII shall survive the expiration, cancellation, or termination of this Agreement.

E. The Trading Partner may change data contained in the Attachment only without re-executing Article IX of this Agreement.

IX.   QUESTIONS OF INTERPRETATION OF THE AGREEMENT OR PRINCIPLES OF REIMBURSEMENT

The Trading Partner shall refer questions of interpretation of this Agreement or principles of reimbursement to the person identified in Section II of the Attachment.

IN WITNESS WHEREOF, the CMS Contractor and the Trading Partner have executed this Agreement on the date indicated below.

ON behalf of the Trading Partner, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name (Print)	Title (Print)
Company/Organization (Print)	TIN/EIN
Street Address	
City, State, Zip	
Telephone Number	E-mail Address
Signature	Date

ON behalf of the CMS Contractor, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name (Print)	Title (Print)
Company/Organization (Print)	
Street Address	
City, State, Zip	
Telephone Number	E-mail Address
Signature	Date

CMS

CENTERS for MEDICARE & MEDICAID SERVICES

ATTACHMENT

TRADING PARTNER NAME: _____

TIN/EIN: _____

NATURE OF ACTION ON THIS ATTACHMENT:

_____NEW TRADING PARTNER

_____CHANGES AS NOTED   COBA ID_____

_____CANCELLATION   COBA ID_____

SIGNATURE OF TRADING PARTNER:

_____
NAME (PRINT)

_____
TITLE (PRINT)

_____
DATE (PRINT)

NOTE:
The Trading Partner must complete a separate Attachment packet (which contains five sections) if: 1) it submits separate eligibility files, as in the case of two distinct lines of business; 2) it elects separate claims selection options within the same line of business or separate claims selection options per each line of business; 3) if there are any other differences within the same line of business or among multiple lines of business with respect to information provided in Sections II, III, and IV of this attachment.

Section I. Trading Partner Information

Please indicate the line of business you represent and complete an Attachment packet for that selection. If you represent more than one line of business, you must complete a separate Attachment packet, which includes all five sections, for each line.

1. _____The Trading Partner identified above is a **Medigap Insurer** that offers one or more Medigap policies, also known as a Medicare supplemental policy, as defined in Section 1882(g)(1) of Title XVIII of the Social Security Act. A Medicare supplemental insurance policy is sold by private insurance companies to fill "gaps" in Original Medicare Plan coverage and is a group or individual policy that is advertised, marketed, or designed primarily as a supplement to reimbursements under Medicare for the hospital, medical, or surgical expenses of persons eligible for Medicare. Except in Massachusetts, Minnesota, and Wisconsin, there are 10 standard plans labeled Plan A through J. Medigap policies may only supplement the Original Medicare Plan.

2. _____The Trading Partner identified above meets the following definition of a **Supplemental Insurer**. Provides the following: A policy affording coverage to Medicare beneficiaries that does not meet the above definition of a Medigap policy; includes a policy or plan of one or more employers or labor organization for retired employees; includes an individual consumer supplemental product.

3. _____The Trading Partner administers or pays health care benefits for **TRICARE (also known as TRICARE for Life).**

4. _____The Trading Partner identified above is a **State Medicaid Agency, or fiscal agent of same,** responsible for administration of Title XIX of the Social Security Act.

5. _____**Other** – Not otherwise described in 1 through 4.

Section II. COBA Service Information

Note: Please allow fifteen (15) calendar days for changes to COBA Service Information to be processed by the CMS Contractor.

A. TRADING PARTNER CONTACT INFORMATION

1. Administrative Contact

Name: _____

Title/Position: _____

Company/Organization: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

2. Technical Contact

Name: _____

Title/Position: _____

Company/Organization: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

3. Invoice Submission and Contact

Name: _____

Title/Position: _____

Company/Organization: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

B.   CMS CONTRACTOR'S CONTACT INFORMATION

Name: Medicare Coordination of Benefits Contractor
Company/Organization: EDI Help Desk

Address: 25 Broadway, 12th Floor

City/State/Zip: New York, NY 10004

Telephone Number: 1-800-999-1118

Fax Number: (646) 458-6761

E-Mail Address: cobva@ghimedicare.com

Section III. <u>DATA TRANSFER INFORMATION</u>

_____ Check here if you will provide Eligibility Files to the CMS Contractor. Otherwise, skip A. of this section and continue with B. of this Section

A.   COBA Eligibility File

1.   Format: Refer to the COBA Technical Implementation Guide for Eligibility file specifications and layout.[1]

2.   Frequency of Eligibility File:
❑   Monthly
❑   Weekly
❑   Bi-Weekly

3.   Eligibility File Type:
❑   Updates (Adds, Changes, Deletes)
❑   Full File Replacement

(NOTE: Updates to CMS' Common Working File [CWF] system will occur within 5 business days of receipt of the eligibility file by the COBC.)

4.   Media Type:

Please indicate below the media type that will be used for Eligibility File transfers.

Please check one:
❑   Electronic Transmission (Please refer to the COBA Technical Implementation Guide for transmission information and worksheet)
❑   Cartridge ___ 3480
❑   Reel   ___1600 BPI   ___6250 BPI
❑   Other, please specify: _____ (Note: Subject to approval by the CMS Contractor.)

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[1] The COBA Technical Implementation Guide is located at www._____

For **tape transfer**, please forward Eligibility Files to the address below:

Name: Medicare Coordination of Benefits Contractor

Company/Organization: EDI Help Desk

Address: 25 Broadway, 12th Floor

City/State/Zip: New York, NY 10004

B.   COBA Claims File

Note: You will receive electronic Claims Files from the CMS Contractor in the following specified formats, unless otherwise indicated in SectionIII.B.5.

1.   Format: Please refer to the COBA Technical Implementation Guide for Claims File specifications and layout. The claim formats currently supported under this Agreement include:
         ANSI 837 Version 4010A1 (Institutional)
         ANSI 837 Version 4010A1 (Professional)
         NCPDP Batch Version 5.1 (unless excluded in Section IV of this Attachment)

2.   Outbound Claims File Receiver Qualifier and Identification:
         For receipt of the ANSI 837 COB Version 4010A1 Institutional and Professional Claim, the Trading Partner prefers the following designations for the ISA 07 and ISA 08 fields:

         _____ ISA-07 (Receiver Qualifier—2 bytes   Note: "ZZ" will be used in the majority of cases.)

         _____ ISA-08 (Receiver ID—15 bytes)

         For receipt of the NCPDP Batch Version 5.1 Claim, the Trading Partner prefers the following designation:
         _____ Receiver ID—24 bytes

         (Note: Any COBAs signed by the trading partners that use the same contractor to process their claims files will also need to have the same Qualifier and Receiver ID, since these are used at the file level and all claims processed by that contractor will be received in one file.)

3. Frequency of Claims File:

- ❑ Daily
- ❑ Weekly   _____ specify day.
- ❑ Bi-Weekly   _____ specify day.
- ❑ Monthly   _____ specify date.

4. Media Type:

Please indicate below the media type that will be used for Claim File transfers.

Please check one:
- ❑ Electronic Transmission (Please refer to the COBA Technical Implementation Guide for transmission information and worksheet)
- ❑ Cartridge _____ 3480
- ❑ Reel _____1600 BPI _____6250 BPI
- ❑ Hardcopy (Only available for claim based Medigap)

5. For **hardcopy Notice of Medigap Claim Transfer (NOMCI)**, please forward to the address below:

Name: _____

Company/Organization: _____

Address1: _____

Address2: _____

City/State/Zip: _____

6. Print Trading Partner's Name on the Medicare Summary Notice (MSN)
    ____ Yes   ____ No

Section IV. Claims Selection Options

A.   Fiscal Intermediary/Regional Home Health Intermediary (RHHI) Types of Bills (TOBs)

1.   _____ Check here if you would like to receive all types of bills.

2.   _____ Check here if you do not wish to receive any types of bills.

3.   Otherwise, place a mark next to those types of bills you wish to **exclude.** The selection criteria are based on the first two digits of the type of bill.

   Fiscal Intermediary TOBs:

Institutional	TOB	Description
___PART A	11	Hospital: Inpatient Part A
___PART A	12	Hospital: Inpatient Part B
___PART A	13	Hospital: Outpatient
___PART A	14	Hospital: Other Part B (Non-patient)
___PART A	18	Hospital: Swing Bed
___PART A	21	Skilled Nursing Facility: Inpatient Part A
___PART A	22	Skilled Nursing Facility: Inpatient Part B
___PART A	23	Skilled Nursing Facility: Outpatient
___PART A	71	Clinic: Rural Health
___PART A	72	Clinic: Freestanding Dialysis
___PART A	74	Clinic: Outpatient Rehabilitation Facility
___PART A	75	Clinic: Comprehensive Outpatient Rehabilitation Facility (CORF)
___PART A	76	Clinic: Comprehensive Mental Health Clinic
___PART A	83	Special Facility: Ambulatory Surgical Center
___PART A	85	Primary Care Hospital

Specialty Fiscal Intermediary TOBs:

Institutional	TOB	Description
___PART A	24	Skilled Nursing Facility: Other Part B (Non-patient)
___PART A	28	Skilled Nursing Facility: Swing Bed
___PART A	41	Christian Science/Religious Non-Medical Services (Hospital)
___FQHC	73	Clinic: Federally Qualified Health Center
___PART A	79	Clinic: Other

Fiscal Intermediary/RHHI TOBs:

Institutional	TOB	Description
___RHHI	32	Home Health: Part B Trust Fund
___RHHI	33	Home Health: Part A Trust Fund
___RHHI	34	Home Health: Outpatient
___RHHI	81	Special Facility: Hospice Non-Hospital
___RHHI	82	Special Facility: Hospice Hospital

B.   Fiscal Intermediary/RHHI Types of Claims

1.   _____Check here if you wish to receive all Fiscal Intermediary/RHHI types of claims for all providers and all states.

2.   Otherwise, indicate below if claims selection is to be done by provider identification numbers or by provider states. Please select one:

□ Provider Identification Numbers or
□ Provider State

3.   Please indicate, below, whether the following list of provider identification numbers or provider states (See Item D, below) is to be included or excluded. Please select one.

□ **Included or**

□ **Excluded**

4.   List provider identification numbers **or** provider states to be included or excluded as indicated above.

C.   Carrier Claims (Professional)

1.   _____ Check here if you wish to receive claims for all provider states.

2.   Otherwise indicate, below, whether the following list of states (See Item C, below) is to be included or excluded. Please select one.

□ **Included or**
□ **Excluded**

3.   List all provider states to be included or excluded as indicated above.

NOTE: In the table above in C.3, use the alpha state code "RR" to designate Part B Railroad Retirement Board Claims.

D.   DMERC Types of Claims (Professional/NCPDP)

1.   _____ Check here if you would like to receive all DMERC types of claims.

2.   Otherwise, place a mark next to the specific region (s) you wish to **exclude**.

_____Region A: Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.

_____Region B: Illinois, Indiana, Maryland, Michigan, Minnesota, Ohio, Virginia, Washington, DC, West Virginia, and Wisconsin.

_____Region C: Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, Puerto Rico, South Carolina, Tennessee, Texas, and Virgin Islands.

_____Region D: Alaska, American Samoa, Arizona, California, Guam, Hawaii, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, Nevada, North Dakota, North Mariana, Oregon, South Dakota, Utah, Washington, and Wyoming.

E. Common Claim Types (Institutional/Professional/NCPDP)

1.   _____ Check here if you would like to receive all claim types listed below.

2.   Otherwise, place a mark next to the types of claims you wish to **exclude**.

Claim Type	Exclude
1. Non-Assigned. ***Does not apply to Fiscal Intermediary/RHHI or Medicaid claims**	
2. Original Medicare claims paid at 100%.	
3. Original Medicare claims paid at greater than 100% of submitted charges.	
4. 100% denied claims, with no additional beneficiary liability. (****Currently applies to Fiscal Intermediary/RHHI Claims Only. Available in the future for Part B/DME Claims.****)	
5. 100% denied claims, with additional beneficiary liability. (****Currently applies to Fiscal Intermediary/RHHI Claims only. Available in the future for Part B Claims.****)	
6. Adjustment claims, monetary.	
7. Adjustment claims, non-monetary/statistical.	
8. Medicare Secondary Payer (MSP) claims.	
9. Claims if other insurance exists for beneficiary. (****Applies to Medicaid only.**)	
10. National Council for Prescription Drug Programs (NCPDP) claims. (****Available In the Future.****)	

Section V. Trading Partner Contractor Disclosure

The Trading Partner is responsible for ensuring that its contractor and any business associates of that contractor abide by all terms and conditions of this COB Agreement, including data release and privacy provisions. The Trading Partner must identify on this attachment all entities with whom it contracts to send or receive PHI/individually identifiable information on its behalf in association with this Agreement. For purposes of this Agreement, Trading Partner Contractor is defined in Article I.G. Examples of media that are used to convey PHI/individually identifiable information include Eligibility Files and COB Claim Files.

Please provide written notice to the CMS Contractor contact identified in, Section II.B of the Attachment within five (5) business days of any change to this attachment.

Name ofTrading Partner Contractor(s):

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