

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING MASTER GROUP APPLICATION AGREEMENT WITH BLUE  
CROSS BLUE SHIELD OF NEBRASKA FOR EMPLOYEE HEALTH INSURANCE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a Master Group Application agreement with BlueCross BlueShield of Nebraska effective July 1, 2010 through June 30, 2011 for the purpose of providing health insurance for county employees, as outlined in the agreement attached hereto as Exhibit A; and,

WHEREAS, said attached agreement is for unique, non-competitive and professional services and is in the best interests of the citizens of Sarpy County; and,

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Master Group Application agreement with BlueCross BlueShield of Nebraska, effective July 1, 2010 through June 30, 2011, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the contract with BlueCross BlueShield of Nebraska, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 11<sup>th</sup> day of May, 2010.

Moved by Tom Richards, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Ruppel

none

none

Richards

\_\_\_\_\_

\_\_\_\_\_

Gonzales

\_\_\_\_\_

ABSTAIN:

Tom Richards

\_\_\_\_\_

none

Patrick J. Thomas

\_\_\_\_\_

\_\_\_\_\_

Debra J. Noughtaling

\_\_\_\_\_

Approved as to form:

County Clerk

Mark A. [Signature]

Deputy County Attorney





BlueCross BlueShield  
of Nebraska

An Independent Licensee of the Blue Cross and Blue Shield Association

# MASTER GROUP APPLICATION (INSURED)

- New Group  Renewal or Revision *(Please asterisk \* amended sections.)*  
 Fully Insured  Minimum Premium

Group No. 04800 Dept. No. 01 (Active), 02 (Retirees), 03 (COBRA)

Master Group Number: 003349

**Effective Date:** The Master Group Contract shall be effective on July 1, 2010 provided this Application is accepted by Blue Cross and Blue Shield of Nebraska (BCBSNE), and payment of the charges is made as provided in the Application. Changes in the terms of this Application may only be made during the anniversary month of the effective date, unless prior BCBSNE approval is obtained for an off-anniversary change.

**APPLICANT INFORMATION**

A. Applicant/Employer Sarpy County

Address 1210 Golden Gate Drive  
(PO Box) (Street)

Papillion  
(City)

Ne 68046  
(State, Zip Code)

Billing Address (if different) \_\_\_\_\_  
(PO Box) (Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State, Zip Code)

Group Leader/Group Health Plan Primary Contact (Name) Linda Welles

(Title) Senior Administrator of Personnel

(Phone) 402-593-4487

(FAX) 402-593-5781

(E-mail) lwelles@sarpy.com

Employer (Tax) Identification Number (EIN) 47-6006504

B. Names of subsidiaries or affiliated organizations to be included (must be majority-owned – 51% or greater):

\_\_\_\_\_

C. For new groups only: Will BCBSNE be processing claims for dates of service prior to the Contract effective date?  
 Yes  No If yes, attach copy of signed authorization. Note: These claims will be paid at the billed charge and will not be reviewed for deductible, copayment, duplicate claim, or any other claim processing reviews. The Group agrees to pay the applicable finance charge for this service.

D. Is the Group Health Plan subject to the Employee Retirement Income Security Act of 1974 (ERISA)?  Yes  No

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E. Is the Group Health Plan subject to the Consolidated Omnibus Reconciliation Act (COBRA), as amended, during this calendar year?  Yes  No

If yes, does the group have a COBRA Administrator?  Yes  No

Please provide name of third-party COBRA Administrator: Payflex

F. Does the Applicant authorize BCBSNE to administer dependent coverage requests involving court-ordered alternate recipients, which will include reviewing and determining dependent coverage and notifications required by OBRA '93 regarding Qualified Medical Child Support Orders (QMSCO)?  Yes  No

G. Does the Applicant authorize BCBSNE to provide Certificates of Creditable Coverage to eligible employees/dependents, as provided by law?  Yes  No

H. Does the Applicant have an HSA or HRA Administrator?  HSA  HRA

If yes, please provide name of third-party Administrator: \_\_\_\_\_

I. <b>Employee Data:</b> The following is from and agrees with your payroll and personnel records:	Total
1. Total employees on the payroll (includes full-time, part-time, leased employees):	_____
2. Total eligible employees on the payroll on the effective date of the Contract	_____
3. Eligible employees not enrolling due to coverage	_____
a. Number of employees with creditable coverage (Medicare, Medicaid, Spousal coverage)	_____
b. Number of employees with individual coverage	_____
c. Number of employees not enrolling due to cost or other reasons	_____
4. Eligible employees enrolling on the effective date of the Contract	_____ 453
5. Persons on COBRA or State Continuation Coverage	_____

**ELIGIBILITY AND ENROLLMENT**

A. An employee working a minimum of 30 hours per week (must be at least 17 1/2) on a regular calendar year basis will be eligible for coverage on the group's next due date after such employee has completed an eligibility (probationary) waiting period of 0\* days of service, and completes the applicable enrollment form. To remain eligible, the employee must continue to work the minimum number of hours per week required. If the Applicant includes Subgroups, the Subgroup Application shall indicate the eligibility (probationary) waiting period, and the minimum number of hours necessary for eligibility.

If an otherwise eligible employee is not actively at work on the effective date **for other than personal health reasons**, coverage for that employee will go into effect on the group's next due date following his/her return to active employment, subject to the receipt of an enrollment form within 31 days of the return-to-work date. As of the effective date indicated above, there are N/A such employees not actively working. (Attach list of names and corresponding social security numbers.)

For dependents who apply for coverage at the same time as the eligible employee, coverage will become effective on the same day as the employee.

Other eligibility provisions: \*Employees effective the first of the month following hire date. Elected officials will be effective immediately after they are sworn in.

B. Retirees eligible?  Yes  No. (Attach list of retirees and copy of Retirement Program describing plan eligibility requirements and contribution toward the monthly charges.)

C. Board of Directors eligible?  Yes  No (Attach list of Board Members and Resolution passed approving the same contribution toward the health care plan as for employees.)

Does the group want to be included in BCBSNE's standard student process?  Yes  No

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**D. Enrollment Options – Membership Units: (Check all that apply)**

Standard Membership Units

- Single – Employee Only
- Employee & Spouse
- Employee & Children
- Family

Alternate Membership Tiers

- Employee & One Dependent
- Employee & Two or More Dependents

Other Enrollment Provisions: \_\_\_\_\_

**E. Waiting Periods for Pre-Existing Conditions (Health Coverage):**

- Initial Enrollment of the Group .....  Waived  Enforced  
(For groups of 99 or less, waiver applies only to those covered under the prior group contract. Attach prior billing.)
- Adding new employees/dependents within 31 days of eligibility .....  Waived  Enforced
- Late Enrollees (18-month waiting period) .....  Waived  Enforced

Other Waiting Period provisions: \_\_\_\_\_

**F. Late Enrollment:** Late enrollment is allowed only during the month prior to the annual renewal date. Enrollment Forms must be signed by the last day of open enrollment and must be received by BCBSNE in a timely manner.

Other provisions: \_\_\_\_\_

**G. Dental Eligibility and Enrollment:** Employees and dependents whose dental enrollment forms **are not** received by BCBSNE within 31 days of their eligibility, shall not be eligible to apply for dental coverage until the Annual Enrollment Month which follows the employee's eligibility date, unless BCBSNE approves a special enrollment period or waives this provision. Dental coverage for the first year following the Annual Enrollment Month will be limited to Coverage A only and premiums will not be reduced unless other late enrollment restrictions are otherwise specified on this Master Group Application or attachment(s).

If an enrolled employee voluntarily cancels his/her dental coverage, such employee (and his/her eligible dependents) may not re-enroll for two years from the first month following the date of cancellation, unless other restrictions are specified on this Master Group Application or attachment(s).

Other provisions: \_\_\_\_\_

**Check here if Dental Coverage not applicable:**

**H. Certificate of Coverage:** BCBSNE will provide the group with an electronic version of the Certificate of Coverage. The group is responsible for providing this document to its enrolled employees. If the group requests BCBSNE send additional paper copies of the Certificate of Coverage to their employees, please check here:

**MONTHLY CHARGES AND EMPLOYER CONTRIBUTION**

- A. Does your plan have a Section 125 plan which offers employees cash in lieu of health plan benefits?  Yes  No
- B. It is understood that the amount shown as employer contribution will be paid by you without charge to the eligible employees and the remainder collected by you from the eligible employees by payroll deduction and remitted monthly to BCBSNE.

The monthly charges will not change prior to July 1, 2011. This rate guarantee and continuation of coverage is subject to the Applicant continuing to meet BCBSNE underwriting guidelines, including minimum requirements for participation and contribution. If the number of covered employees increases or decreases 5% or more, or the terms of the Contract are changed, BCBSNE reserves the right to change the rates.

Other provisions: \_\_\_\_\_

		HEALTH OPTION 1		HEALTH OPTION 2	
		Employer Contribution	Total Monthly Charge	Employer Contribution	Total Monthly Charge
<input checked="" type="checkbox"/>	Single	90%	\$562.96		
<input checked="" type="checkbox"/>	Family	83%	\$1,384.34		
<input checked="" type="checkbox"/>	Employee and Spouse	83%	\$1,207.72		
<input checked="" type="checkbox"/>	Employee and Child/ren	83%	\$1,207.72		

		DENTAL	
		Employer Contribution	Total Monthly Charge
<input type="checkbox"/>	Single		
<input type="checkbox"/>	Family		
<input type="checkbox"/>	Employee and Spouse		
<input type="checkbox"/>	Employee and Child/ren		

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**BENEFIT DESIGNS – COVERAGE ELECTION**

The Benefit Plan Design options are described in the Application Attachment Forms, as identified below.

Please indicate the Benefit Plan Design(s) requested by marking the applicable box(es) below, and complete the appropriate Attachment Form(s). **The applicable Attachment Form(s) must be attached to this Application.**

- BluePreferred PPO Master Group Contract – Standard Options – **App-Att-A**
- BluePreferred PPO Master Group Contract – HSA Options – **App-Att-B**
- Rx Nebraska Prescription Drug Program – **App-Att-C**
- Dental Coverage – **App-Att-D**
- Group Medicare Supplemental - Retirees Only – **App-Att-E**
- Nebraska BlueChoice Master Group Contract– **App-Att-F**
- BlueClassic Master Group Contract – **App-Att-G**
- BlueTraditional Master Group Contract – **App-Att-H**
- 4718A – Benefit Schedule Attachment
- Other Benefit Plan Design \_\_\_\_\_

A separate Endorsement Summary or list may be used to identify Endorsements and/or special coverage provisions for this group plan. If used, it becomes a part of this Master Group Application and is hereby incorporated by this reference.

Yes, Endorsement Summary/List attached.

**AUTHORIZED PLAN CONTACTS**

The HIPAA Privacy Rules provide that the Group Health Plan is a separate legal entity from the Employer/Plan Sponsor. In compliance with the Rules, it is necessary to designate Authorized Plan Contacts for the Group Health Plan.

The Group Health Plan (GHP) Primary Contact is indicated on page 1 of this Master Group Application. The GHP Primary Contact serves as BCBSNE's primary contact for the GHP, and may also designate additional Authorized Plan Contacts for the GHP. The GHP Primary Contact shall notify BCBSNE of any additions or deletions to the following list, by noting changes/additions below.

We will automatically include your Group Health Plan's Agent of Record as one of your Authorized Plan Contacts. If you choose not to have the Group Health Plan's Agent of Record authorized to receive this information, please check here:

In addition, the following individuals may be given access to our Group Health Plan Information received from Blue Cross and Blue Shield of Nebraska in accordance to the requirements set forth within the HIPAA Privacy Rules.

Authorized Plan Contacts:

Reason for Change: New  Delete

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reason for Change: New  Delete

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reason for Change: New  Delete

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BCBSNE will not release protected health information (PHI) to fully insured groups, except as specifically agreed in writing by BCBSNE the Plan and Plan Sponsor. When there is a written agreement, all disclosure of PHI from BCBSNE shall be made to the Plan, or an Authorized Plan Contact.

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**APPLICANT CERTIFICATION AND SIGNATURE**

I have read and understand the provisions of this Application for a Master Group Contract and certify that all information herein is true and accurate and agree to the provisions specified. I understand that if any information on this Application is in conflict with the proposal, BCBSNE reserves the right to recalculate and change the rates previously proposed, or to decline coverage. I understand the possible effect of canceling our current group plan coverage or administrative services prior to receiving final approval from BCBSNE.

By signing this application, I represent that I am authorized to obtain coverage on behalf of the Group Health Plan.

*Joni Jones*                      Chairman, County Board                      5/11/2010  
 Signature                                      Title                                      Date  
Joni Jones                                      \_\_\_\_\_                                      \_\_\_\_\_  
 (Typed Name)                                      (Typed Title)                                      (Typed Date)

**AGENT CERTIFICATION:**

I certify that I have verified the information in this Application for a Master Group Contract with the records of the Applicant and it is true and accurate to the best of my knowledge.

*Mike Williams*                      Brcker                      5/11/2010  
 Signature                                      Title                                      Date  
Mike Williams                                      Brcker                                      5/11/2010  
 (Typed Name)                                      (Typed Title)                                      (Typed Date)

**ACCEPTANCE BY BLUE CROSS AND BLUE SHIELD OF NEBRASKA:**

- This Master Group Application is accepted.
- This Master Group Application is accepted with the following changes: \_\_\_\_\_

*Daniel W. Alm*                      VP UNDERWRITING                      7/27/10  
 Signature (Blue Cross and Blue Shield of Nebraska)                      Title                                      Date

The noted changes in this part are acceptable.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Please sign both the original and the copy. Retain the copy and return the original to Blue Cross and Blue Shield of Nebraska.

FOR OFFICIAL USE ONLY			
Contract No.:	Health _____	Dental _____	Med. Supp. _____
Endorsements:	<u>9-1118</u>	<u>9-2448</u>	<u>99-149</u>
	<u>9-2177</u>	<u>9-2519</u>	<u>9-2550</u>
	<u>9-2396</u>	<u>9-2432</u>	
	_____	_____	_____

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**APP-ATT-C  
RX Nebraska Prescription Drug Program**

Rush Rx Set-Up

Group – Dept  
No.04800- All

**Standard Benefit Schedule** – Covered and noncovered services as stated in Master Group Contract. (If the designated Master Group Contract does not include RX Nebraska provision, use Endorsement 9856 to add standard RX Nebraska.)

**Non-Standard Benefit Schedule** - Endorsement 99-841 and Form 4718A (please complete).

**Rx Nebraska Prescription Drug Pass-Thru** – Endorsement 9-1313

**Rx Nebraska Prescription Drug Benefits Integrated with Medical Benefits (IPS)** – Endorsement 9-2152

**A. BENEFIT DESIGN OPTIONS (Standard and Non-Standard Benefits)**

**Mail Order Benefits:**  Yes  No

**Maximum Day Supply:**

Retail:  90-Day Supply  \_\_\_-Day Supply

Mail Order (if applicable):  90-Day Supply  \_\_\_-Day Supply

**Copayment Amounts:**

			Copay \$	Coinsurance%	Minimum \$/%	Maximum \$/%
Retail:	<input checked="" type="checkbox"/> Generic	Tier 1:	\$ 10	%	\$/%	\$/%
	<input checked="" type="checkbox"/> Formulary Brand	Tier 2:	\$ 40	%	\$/%	\$/%
	<input checked="" type="checkbox"/> Non-Formulary Brand	Tier 3:	\$ 60	%	\$/%	\$/%
	<input type="checkbox"/> Specialty	Tier 4:	\$	%	\$/%	\$/%
Mail Order:	<input checked="" type="checkbox"/> Generic	Tier 1:	\$ 10	%	\$/%	\$/%
	<input checked="" type="checkbox"/> Formulary Brand	Tier 2:	\$ 40	%	\$/%	\$/%
	<input checked="" type="checkbox"/> Non-Formulary Brand	Tier 3:	\$ 60	%	\$/%	\$/%
	<input type="checkbox"/> Specialty	Tier 4:	\$	%	\$/%	\$/%

- Copayment is applicable per each 30 -day supply (retail); per each 30 -day supply (mail order).

**Specialty Pharmacy Benefit**  Yes  No Applies to drugs on the specialty pharmacy drug list. Place of dispensing overrides the formulary status for copayments for these drugs.

\* Specialty medications are not available through mail order\*

Specialty Network: \$ \_\_\_\_\_ or \_\_\_\_\_% with max copay per RX \$ \_\_\_\_\_  
Out-of-Network: \$ \_\_\_\_\_ or \_\_\_\_\_% with max copay per RX \$ \_\_\_\_\_

Members are allowed two fills of a specialty medication at a retail network pharmacy before being required to go through Triessent.  Yes  No

If the doctor indicates DAW Code 1 (dispense as written), and specifies a name brand drug be dispensed, copay is non-formulary brand.

**Mandatory Generic Penalty**  **No Mandatory Generic Penalty**

Mandatory generic pricing: If the covered person requests a Name Brand Medication when a generic version is available, he or she is responsible for the difference in cost between the name brand and generic drug, plus the applicable copayment amount.

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**APP-ATT-A**

**Preferred Provider Organization Master Group Contract Standard Design Options**

Contract Form. No. 9836S 01/01/04 Group – Dept. No. 04800-All

This Attachment may be duplicated as necessary to include additional options. Please indicate number of options here: 1

**OPTION 1**

	In-Network	Out-of-Network
Deductible:		
Individual	<u>\$3,000</u>	<u>\$6,000</u>
Family Maximum	<u>\$6,000</u>	<u>\$12,000</u>
Coinsurance Limit:		
Individual	<u>\$450</u>	<u>\$3,900</u>
Family Maximum	<u>\$900</u>	<u>\$7,800</u>
Coinsurance Percentage for:		
Hospital/Medical/Surgical*	<u>30%</u>	<u>50%</u>

\* Benefits for Hospital/Medical/Surgical will also include Inpatient and Outpatient Mental Illness, Drug Abuse and Alcoholism

A. **Inpatient Notification, Certification and Concurrent Review:** Failure to notify BCBSNE of an inpatient admission or to certify an admission, as required, will result in a  25% \_\_\_\_\_ reduction of benefits for all covered services related to that admission. Certification denial of an admission or continued stay will result in a denial of benefits for all services determined to be not medically necessary.

B. **Total Benefits For All Covered Services (Per Person) -**  \$2,000,000  Other: \$ 10,000,000

C. **Appeals Procedure Endorsement:** (B)  (C)  (D)

**D. Optional Endorsements:**

- Yes  No **Office Visit Copayment for Preferred Providers**
- Yes  No **Office Services Copayment for Preferred Providers**
- Yes  No **Preventive (Routine) Care**

(Note: An Office Visit Copayment or Office Services Copayment endorsement will also include benefits for Mental Illness, Drug Abuse and Alcoholism Office Visits or Office Services, as applicable.)

E. **Family Deductible/Coinsurance:**  Aggregate  Embedded. If embedded, each family member must only meet the embedded single Deductible of \$ 3,000 Preferred/ \$6,000 Non-Preferred and the embedded Coinsurance Limit (not including the deductible) of \$ 450 Preferred/ \$900 Non-Preferred.

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## Endorsement Summary List

Group Name: Sarpy County      Effective Date: 07/01/2010

Group Number: 04800      Dept. No(s): All      Master Group Number: 003349

This form is intended to identify those endorsements that amend the Master Group Contract of the group coverage described above and should be considered a part of the Master Group Application.

E-code	Description or Title	Endorsement #	Option #
	PPO \$3,000 PREFERRED DEDUCTIBLE / NON PPO \$6,000 NON PREF DEDUCTIBLE	INFO ONLY	All
	\$10.00 DRUG CARD COPAY	INFO ONLY	All
	RX SELECT FORMULARY BRAND \$40.00 COPAY	INFO ONLY	All
	RX SELECT NON-FORMULARY BRAND \$60.00 COPAY	INFO ONLY	All
E094	NO DED CARRY-OVER CREDIT	99-149	All
E17F	\$10,000,000 MAX OVERALL TOTAL BENEFIT PER COVERED PERSON	9990	All
E44B	PAC/ NCC 25% PENALTY	INFO ONLY	All
E54Y	BLUEPREFERRED CONTRACT 9836 I 1/2004	9836 I 1/2004	All
E56D	DRUG CARD IN CONTRACT	INFO ONLY	All
E72F	HIPAA EFFECTIVE – M/S: NO OB WAITS	INFO ONLY	All
E75H	HIPAA IN EFFECT	INFO ONLY	All
E81Z	SKILLED NURSING CARE IN THE HOME	9-1649 5/04	All
E88V	APPEAL PROCEDURES "B"	9-1419	All
EA78	DEFINITION OF ELIGIBLE DEPENDENT	9-1702	All
EAA3	MHPA REGS EFFECTIVE 7-1-2010	9-2549	All
EB89	\$30 URGENT CARE COPAY	9-1118	All
EG14	DEFINITION OF REASONABLE ALLOWANCE	9-1929	All
EG25	\$100 AMBULANCE COPAY	9-1242	All
EI76	REVISION OF COB PROVISION FULLY INSURED	9-2067	All
EJ26	MANDATED COLORECTAL CANCER SCREENING	INFO ONLY	All
EL56	ROUTINE IMMUNIZATIONS @100%	9-2203	All
ET06	MASTER GROUP CONTRACT AMEND COBRA/HIPAA REVISIONS	9-2406	All
ET67	EMERGENCYROOM FAC/PHYS \$100 COPAY	9-2396	All
ET80	CHECK FOR TPA/HRA ADMIN	INFO ONLY	All
EV70	EXTEND DEPENDENT ELIG TO 30 LB551	9-2464	All
EW12	DED CO REMOVED 2010, APPLY 09 C/O	INFO ONLY	All
EX27	TIME LMT INFO REQUEST/DCR DISCLAIM	9-2550	All
EX28	ELIG DEPENDENT DEF TO AGE 26	9-2551	All
EX41	OFFSRVC W/SURG CPAY\$30PCP/\$60SPEC	9-2177	All
EX42	RTE IN=PCP \$30 SPEC \$60 OON=C	9-2432	All
EX55	IN-NETWORK MIDA (IP/OP)DED & 30%	INFO ONLY	All
EX59	OO-NETWORK MIDA (IP/OP)DED & 50%	INFO ONLY	All

Please note, additional endorsements may be added as required for legal and/or contractual purposes. You will be notified of any additions after the Master Group Application processing is completed.

# Add/Delete Sheet

Group Name: Sarpy County Group Number: 04800  
 Department(s): All Package: All

This section is intended to detail only those e-codes and/or endorsements to be added or deleted. All other e-codes and/or endorsements not deleted will carry over from the previous plan year.

## ADDITIONS

E-Code	Summary	Endorsement #
PH40	RX Select Formulary Brand \$40.00 Copay	
PI60	RX Select Non-Formulary Brand \$60.00 Copay	
EB89	\$30 Urgent Care Copay	9-1118
EV48	MICHELLE'S LAW ELIG DEPENDENT	9-2448
E094	NO DED CARRY-OVER CREDIT	99-149
EW12	DED CO REMOVED 2010, APPLY 09 C/O	Info Only
EX41	OFFSRVC W/SURG CPAY\$30PCP/\$60SPEC	9-2177
EX42	RTE IN=PCP \$30 SPEC \$60 OON=C	9-2432
EAA3	MHPA REGS EFFECTIVE 7-1-2010	9-2549
EX27	TIME LMT INFO REQUST/DCR DISCLAIM	9-2550
EX55	IN-NETWORK MIDA (IP/OP)DED & 30%	INFO ONLY
EX59	OO-NETWORK MIDA (IP/OP)DED & 50%	INFO ONLY
ET67	EMERGENCYROOM FAC/PHYS \$100 COPAY	9-2396

## DELETIONS

E-Code	Summary	Endorsement #
E42K	Attention Mental Health Parity 1998	Info Only
EP07	I/P MIDA: P= 30% NP= 50%	Info Only
EM92	O/P MIDA: P= \$25.00/0% NP= \$50/50%	Info Only
PH30	RX Select Formulary Brand \$30.00 Copay	Info Only
PI55	RX Select Non-Formulary Brand \$55.00 Copay	Info Only
EK90	\$25 PCP / \$50 Specialist PPO Office Visit Copay – Services 100% (Includes Surgery)	9-2177
ET56	Unlimited Routine Care PPO Subject- \$25 PCP/\$50 Spec Copay - Non PPO- Coins Only	9-2432
E47R	\$25 Urgent Care Copay	9-1118
E23K	\$50,000 MAX BENEFITS FOR DRUG AND ALCOHOLISM	99-758
EE10	\$100 COPAY FOR HOSPITAL ER(FACILITY) SERVICES	9-1828
E70Y	EMER RM (ER) DR NOT SUB DED OR CO	9-1583

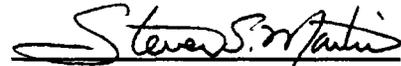
Mental Illness and Substance Abuse	In-Network	Out-of-Network
Outpatient	D/C	D/C
Inpatient	D/C	D/C
Emergency Care (services received in an emergency room setting)	\$100 Copay	Same as In-Network

## ENDORSEMENT

This is an Endorsement. An Endorsement is used by Blue Cross and Blue Shield of Nebraska to change your coverage. Please read it carefully. This Endorsement becomes a part of your Master Group Contract and should be attached to it.

This Endorsement applies to:

### Definition of Eligible Dependent



Steven S. Martin, President  
and Chief Executive Officer

This endorsement revises the definition of Eligible Dependent by adding the following provision:

Coverage for dependent children who are full time students will continue during a medically necessary leave of absence, not to exceed one year from the first day of the leave of absence, provided BCBSNE receives a written certification from the dependent child's treating physician stating that the dependent child is suffering from a serious illness or injury and that the leave of absence is medically necessary.

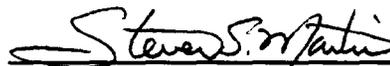
Coverage will end if a child reaches the limiting age while on a medically necessary leave of absence. All other criteria in the definition must be met in order to remain an Eligible Dependent.

## ENDORSEMENT

This is an Endorsement. An Endorsement is used by Blue Cross and Blue Shield of Nebraska to change your coverage. Please read it carefully. This Endorsement becomes a part of your Master Group Contract and should be attached to it.

This Endorsement applies to:

### Urgent Care Facility



Steven S. Martin, President  
and Chief Executive Officer

The Master Group Contract to which this Endorsement is attached is amended as follows:

Benefits for Covered Urgent Care Facility Services provided by a Preferred Provider facility shall be subject to a copayment amount of \$\_30\_\_\_\_\_.

Services provided by a non-Preferred Provider will be subject to the applicable deductible and coinsurance amounts.

Benefits for services related to Maternity are not payable pursuant to this Endorsement.

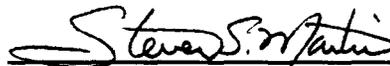
Benefits provided pursuant to this Endorsement are subject to all other terms, conditions and definitions set forth in the Contract to which this Endorsement is attached.

## ENDORSEMENT

This is an Endorsement. An Endorsement is used by Blue Cross and Blue Shield of Nebraska to change your coverage. Please read it carefully. This Endorsement becomes a part of your Master Group Contract and should be attached to it.

This Endorsement applies to:

### **Deductible Carry-over Credit**



Steven S. Martin, President  
and Chief Executive Officer

The Master Group Contract to which this Endorsement is attached is amended to delete the following reference to Deductible carry-over credit:

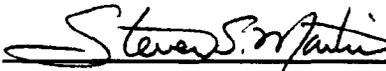
If the total charges for Covered Services for a calendar year are less than the required Deductible, such covered charges incurred during October, November, and December of that year, or as otherwise indicated in the Master Group Application, may be carried over and applied against the Deductible for the next calendar year.

## ENDORSEMENT

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This Endorsement applies to:

**Physician's Office Services Copay for non-Routine Care  
(includes surgery and anesthesia)**

  
Steven S. Martin, President  
and Chief Executive Officer

The Master Group Contract to which this Endorsement is attached is amended as follows:

1. Benefits for the following Covered Services by a Preferred Physician incurred in the physicians' office shall be paid at 100% of the Allowable Charge, less a Copayment Amount, payable by the Covered Person. The Covered Person is responsible for payment of the Copayment Amount directly to the Preferred Physician. The Copayment Amount is \$30 for office services by a "primary care" Preferred Physician or \$60 for office services by a "specialist" Preferred Physician.

For purposes of this Endorsement, a "primary care Physician" shall mean a family practitioner, pediatrician, internal medicine physician, or obstetrician/gynecologist. All other types of Physicians not identified in the preceding sentence will be considered to be a "specialist Physician".

Covered Services include, but are not limited to:

- a. Physician office visits and consultations, including a second opinion consultation.
- b. X-ray, laboratory and pathology services performed in the Physician's office.
- c. Supplies used to treat the patient during the office visit (not including Home Medical Equipment).
- d. Drugs administered by the Physician during the office visit (not including injections).
- e. Hearing exams (when covered according to the terms of the Master Group Contract or endorsements thereto).
- f. Eye exams (when covered according to the terms of the Master Group Contract or endorsements thereto).
- g. Allergy testing and injections.
- h. Surgical procedures and anesthesia.

2. Services provided to a Covered Person as a Hospital Inpatient or Outpatient are excluded under this Endorsement. In addition, the following services will not be covered by this Endorsement:

- a. Services provided by non-Preferred Providers.

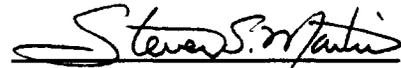
- b. MRI's (magnetic resonance imaging), MRA's (magnetic resonance angiogram), CT and PET scans, and sleep studies.
  - c. Routine examinations or services and preventive health care services.
  - d. Services for Mental illness, alcoholism and/or drug abuse.
  - e. Services for Pregnancy.
  - f. Other services not specifically covered under this Endorsement.
3. Charges, to the extent benefits are provided under this Endorsement, are not eligible for additional benefits under any other part of the Contract.
4. Benefits provided according to this Endorsement are subject to all other terms, conditions, exclusions, limitations and definitions set forth in the Contract to which this Endorsement is attached.

## ENDORSEMENT

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This Endorsement applies to:

### **Benefits for Mental Illness and Substance Dependence or Abuse Services**



Steven S. Martin, President  
and Chief Executive Officer

In order to comply with the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 and subsequent rules and regulations, the following changes are being made:

1. Benefits for Outpatient, Inpatient and Emergency Care Mental Illness and Substance Dependence or Abuse will be subject to the in-network and out-of-network financial requirement amounts indicated on the Master Group Application and Schedule of Benefits Summary. These amounts were determined by analyzing the most predominant financial requirements applied to substantially all medical and surgical benefits covered by the plan. The status of a Mental Illness and Substance Dependence or Abuse Provider as a Primary Care Physician or Specialist is not taken into account when determining benefits for Covered Services.

Prescription drug coverage for the treatment of Mental Illness and Substance Dependence or Abuse will be subject to the same financial requirements as prescription drug coverage for medical and surgical benefits.

Financial requirements include deductibles, copayments, coinsurance or limits on out-of-pocket expenses.

2. All Mental Illness and Substance Dependence or Abuse benefits will be subject to the same quantitative treatment limitations as that of any medical or surgical benefits. Quantitative treatment limitations include limits on the frequency of treatment, number of visits, days of coverage, or similar limits on the scope or duration of treatment. Any separate treatment limits for Mental Illness or Substance Dependence or Abuse Services are deleted.
3. Services for Inpatient Mental Illness and Substance Dependence or Abuse will require Certification by Us in the same manner as Certification requirements for medical/surgical Inpatient admissions. All Covered Services provided for the treatment of Mental Illness and Substance Dependence or Abuse must meet Our definition of Medical Necessity as defined in the Contract or applicable endorsement(s).

4. The following definitions are added to or replace the definitions in the Contract:

**Emergency Care:** Any Covered Services provided in a Hospital emergency room setting.

**Inpatient:** A patient admitted to a Hospital or other institutional facility for bed occupancy to receive Services consisting of active medical and nursing care to treat conditions requiring continuous nursing intervention of such an intensity that it cannot be safely or effectively provided in any other setting.

**Mental Illness:** A pathological state of mind producing clinically significant psychological or physiological symptoms (distress) together with impairment in one or more major areas of functioning (disability) wherein improvement can reasonably be anticipated with therapy, and which is a condition listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM IV, or any subsequent version).

**Outpatient:** A person who is not admitted for Inpatient care, but is treated in the Outpatient department of a Hospital, in an observation room, in an Ambulatory Surgical Facility, Urgent Care Facility, a Physician's office, or at home. Ambulance Services are also considered Outpatient.

**Substance Dependence and Abuse:** For purposes of this Contract, this term is limited to alcoholism and drug abuse. The term does not include tobacco dependence or addiction.

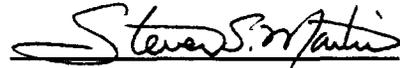
5. This endorsement supersedes any and all contract provisions or endorsements which place financial or treatment limitations on Mental Illness and Substance Dependence or Abuse Services. All other terms and conditions stated in the contract remain applicable.

## ENDORSEMENT

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This Endorsement applies to:

### **Time Limit on Responding to a Request for Specified Information and Payment for Services**



Steven S. Martin, President  
and Chief Executive Officer

The Contract to which this Endorsement is attached is amended at the Part titled Claim and Appeal Procedure. The following provision is deleted:

An extension also may be given to allow the claimant/provider to submit specified information. The claimant/provider may be given not less than 45 calendar days from the receipt of notice to submit the specified information. A claim determination will be made within 15 calendar days of receipt of information or the end of the extension period.

and is replaced with the following provision:

An extension also may be given to allow the claimant to submit specified information. The claimant may be given not less than 45 calendar days from the receipt of notice to submit the specified information. A claim determination will be made within 15 calendar days of receipt of information or the end of the extension period.

The provider must submit specified information within the timeframe indicated in the provider contract.

In addition, the Part titled Payment for Services is amended to add the following provision:

Under certain circumstances, if Blue Cross and Blue Shield of Nebraska pays a Provider amounts that are the responsibility of the Covered Person under this Contract, BCBSNE may collect such amounts from the Covered Person.

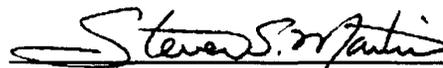
Benefits provided according to this endorsement are subject to all other terms, conditions, exclusions, limitations and definitions of the Contract to which this endorsement is attached.

## ENDORSEMENT

This is an Endorsement. An Endorsement is used by Blue Cross and Blue Shield of Nebraska to change your coverage. Please read it carefully. This Endorsement becomes a part of your Master Group Contract and should be attached to it.

This Endorsement applies to:

### **Emergency Room Services (Facility and Physician)**



Steven S. Martin, President  
and Chief Executive Officer

The Master Group Contract to which this Endorsement is attached is amended as follows:

Benefits for covered emergency room services (facility and physician) will be paid subject to the In-Network [Copayment, Deductible and/or Coinsurance] as stated in the Schedule of Benefits.

If benefits for the physician and facility emergency room services are subject to a Copayment and the total billed charges are less than the applicable Copayment, such total billed charges will apply to the Copayment. In addition, if the Covered Person is admitted as an inpatient for the same diagnosis within 24 hours, the emergency room services Copayment shall not apply and benefits will be provided subject to the applicable Inpatient Deductible and Coinsurance amounts.

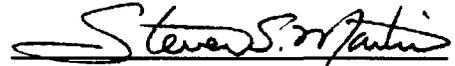
Benefits provided according to this Endorsement are subject to any Waiting Periods and all other terms, conditions, exclusions, limitations and definitions set forth in the Contract to which this Endorsement is attached.

## ENDORSEMENT

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This Endorsement applies to:

### **Emergency Room Services (Facility and Physician)**



Steven S. Martin, President  
and Chief Executive Officer

The Master Group Contract to which this Endorsement is attached is amended as follows:

Benefits for covered emergency room services (facility and physician) will be paid subject to the In-Network [Copayment, Deductible and/or Coinsurance] as stated in the Schedule of Benefits.

If benefits for the physician and facility emergency room services are subject to a Copayment and the total billed charges are less than the applicable Copayment, such total billed charges will apply to the Copayment. In addition, if the Covered Person is admitted as an inpatient for the same diagnosis within 24 hours, the emergency room services Copayment shall not apply and benefits will be provided subject to the applicable Inpatient Deductible and Coinsurance amounts.

Benefits provided according to this Endorsement are subject to any Waiting Periods and all other terms, conditions, exclusions, limitations and definitions set forth in the Contract to which this Endorsement is attached.

**Chris Vance**

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**From:** Kerry Schmid  
**Sent:** Thursday, May 13, 2010 2:49 PM  
**To:** Chris Vance; Renee Lansman  
**Cc:** Linda Welles; Shannon Hadraba  
**Subject:** FW: EBS resolution  
**Attachments:** BCBS option & no change.pdf; EBS-option & no change.pdf

Hello everyone,

Based on the fact that the BCBS option contract must match the EBS contract, Linda and I looked into whether anything in the contracts ties the two together (please see Linda's notes below). It is clear that the co-pay charges on the option contract are different from those on the no-change contract and these differences are reflected in writing in the contracts. Thus, the co-pay ties the BCBS option contract to the EBS option contract.

Because the co-pays are adequate distinguishing factors, I do not feel it is necessary to revisit this issue with the board. The contracts and resolutions as they stand are sufficient, and the no-change EBS contract that was signed can be discarded.

If you have any questions, please do not hesitate to let me know.

Thanks!

*Kerry A. Schmid*

Deputy County Attorney, Sarpy County  
 1210 Golden Gate Drive, Suite 3147  
 Papillion, NE 68046  
 Ph: 402.593.5904  
 Fax: 402.593.4359  
[kschmid@sarpy.com](mailto:kschmid@sarpy.com)

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**From:** Linda Welles  
**Sent:** Thursday, May 13, 2010 11:26 AM  
**To:** Kerry Schmid  
**Cc:** Shannon Hadraba  
**Subject:** RE: EBS resolution

Kerry:

I have scanned parts of the BCBS contract and EBS agreements (see attached)

- 1<sup>st</sup> : BCBS with corresponding prescription drug costs
  - Shows 'Option' has \$10/\$40/\$60 costs
  - Shows 'No Change' has \$10/\$30/\$55 costs
- 2<sup>nd</sup>: EBS with corresponding prescription costs
  - Shows 'Option' has \$10/\$40/\$60 costs
  - Shows 'No Change' has \$10/\$30/\$55 costs

Hopefully this demonstrates that Option BCBS would need Option EBS, and that No Change BCBS would need No Change EBS to be renewed... let me know

*Linda*

Linda Welles  
 Senior Administrator  
 Sarpy County Personnel Department  
 402/593-4487

## Sarpy County Personnel Department

1308 Gold Coast Road  
Suite 200  
Papillion, NE 68046-3019

Phone: 402-593-4485  
Phone: 402-593-4487  
Fax: 402-593-5781  
Website: www.sarpy.com



TO: Sarpy County Board of Commissioners  
FROM: Linda Welles, Senior Administrator: Personnel  
SUBJECT: Employee Group Insurance (Health, Dental)

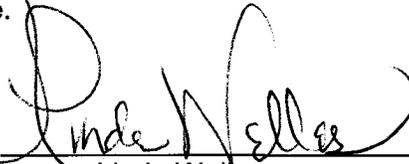
Mike Williams (Williams-Deras & Associates, Inc.), under contract with Sarpy County for insurance consulting, has completed his negotiations with both Blue Cross / Blue Shield of Nebraska and MetLife and has received confirmation of offer to renew the current group insurance plans with Sarpy County.

The County's contract with Blue Cross/ Blue Shield (BC/BS) for employee group health insurance will expire on July 1, 2010 and requires renewal in sufficient time for the benefits open enrollment period beginning May 20, 2010. There will be an increase in monthly premiums and Mike has made recommendations with regard to plan design and will provide these options for your approval. Additionally, the County's agreement with Employee Benefits System (EBS) to administer our partial-self funding will expire on July 1, 2010.

The County's agreement with MetLife for dental insurance pricing will also expire on July 1, 2010. Dental premiums will increase 6.00%. Long-term disability and life insurance premiums will remain the same and will not increase for an additional one-year negotiated period.

Mike is scheduled to appear before the Board on May 11, 2010, to recommend renewal of BC/BS health insurance, MetLife insurance, and EBS service agreement for the period of July 1, 2010 through June 30, 2011. Please find attached, for your review, the proposed resolutions authorizing the Chairman to sign the renewal with Blue Cross/Blue Shield, the renewal with EBS, and approve the renewal for employee group dental insurance services with MetLife.

May 6, 2010



Linda Welles

### Attachment

cc: Deb Houghtaling, County Clerk  
Fred Uhe, Chief Deputy County Clerk  
Mark Wayne, County Administrator  
Scott Bovick, Deputy County Administrator  
Brian Hanson, Fiscal Administrator  
Mike Williams, Williams-Deras & Associates