



Nebraska Insurance Federation

**Executive Director
Janis McKenzie**

635 South 14th St.
Suite 300
Lincoln, NE 68508

(402) 476-3377
(402) 435-1459 (fax)
email: janatNIF@alltel.net

Agreement of Insurance Coverage for Clinical Trials in Nebraska
Language agreed upon 10-16-2009 between the Nebraska Insurance Federation and Senator Mike Gloor in lieu of LB 378, 2009.

Clinical Trial Coverage in Nebraska

In order to provide support for access to clinical trials for Nebraska citizens, the members of the Nebraska Insurance Federation adopt the following Statement of Principles.

Statement of Principles

The members of the Nebraska Insurance Federation will cover routine patient care costs, as defined below, for persons participating in certain clinical trials as part of insurance contracts underwritten by the parties.

Clinical Trials Covered Pursuant to this Agreement

This Statement of Principles applies only to Phase II, Phase III, or Phase IV clinical trials that have been approved by one of the following organizations:

- The National Institutes of Health;
- The United States Food and Drug Administration;
- The United States Department of Defense;
- The United States Veterans' Administration; or
- The National Cancer Institute.

Routine Patient Care Costs

"Routine patient care costs" are those costs associated with health care services to the extent they would otherwise be covered under the terms and conditions of the contract if the services were not provided in connection with an approved clinical trial program including:

- items/services generally available or typically provided under the benefit contract absent a clinical trial
- items/services to diagnose or treat complications

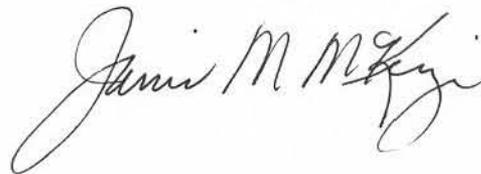
and excluding the following:

- the investigational item/service itself, unless otherwise covered outside the clinical trial
- items or services solely for data collection
- items or services to determine eligibility
- items or services that would be paid for or provided free by the sponsor in the absence of insurance coverage.

Miscellaneous Terms

- All terms and conditions of the insurance contracts underwritten by the members of the Nebraska Insurance Federation shall apply to their fullest extent possible, except as specifically stated above.
- Nothing herein shall be construed to prohibit, limit, or modify the rights of an insurer under Nebraska law or to modify any existing requirements under state or federal law.
- Also, nothing herein shall prohibit the application of deductible or copayment provisions contained in a policy to routine patient care costs.
- Each member of the Nebraska Insurance Federation acts as an independent entity and not as a partner, agent, or joint venturer with any other member or with the Federation.
- No member of the Nebraska Insurance Federation has the power to create obligations or liabilities for others.
- Nothing herein shall be construed to prohibit a member of the Nebraska Insurance Federation from issuing or continuing to issue an accident and sickness insurance benefit plan, policy, or contract which has benefits that are greater than the minimum benefits under these Principles or from issuing or continuing to issue any accident and sickness insurance plan, policy, or contract which provides benefits which are generally more favorable to the insured than those required by these Principles.

The members of the Nebraska Insurance Federation will abide by this Statement of Principles and independently and collectively reserve the right to review periodically the administration and efficacy of this Statement of Principles in order to modify them or to terminate them entirely.

A handwritten signature in cursive script, reading "Jamie M. McKee". The signature is written in black ink and is positioned in the lower right quadrant of the page.