

1 FROM THE OFFICE OF JOSPEH J. CZARNEZKI

2 MILWAUKEE COUNTY CLERK

3 County Ordinance No. 11-14

4 File No. ORD 11-11

5
6 AN ORDINANCE

7 The County Board of Supervisors of the County of Milwaukee does ordain as
8 follows:

9 **SECTION 1.** Section 17.14(8) of the General Ordinances of Milwaukee County is
10 amended as follows:

11 **17.14. Employment definitions.**

12 (9) Milwaukee County Group Health Benefit Program for actively employed and retired
13 members represented by the Deputy Sheriffs Association and the Milwaukee County
14 Firefighters Association. Section 17.14(9) shall be effective for members of the Deputy
15 Sheriffs Association and the Milwaukee County Firefighters Association as soon as
16 administratively possible after July 28, 2011.

17 (a) Health and dental benefits shall be provided for in accordance with the terms
18 and conditions of the current plan document and the group administrative agreement
19 for the Milwaukee County Health Insurance Plan or under the terms and conditions
20 of the insurance contracts of a Managed Care Organization (HMO) approved by the
21 county.

22 (b) All health care provided shall be subject to utilization review.

23 (c) Eligible employes may choose health benefits for themselves and their
24 dependents under a preferred provider organization (county health plan or PPO)
25 or HMO approved by the county.

26 (d) In the event an employe who has exhausted accumulated sick leave is placed
27 on leave of absence without pay status on account of illness, the county shall
28 continue to pay the monthly cost or premium for the PPO or HMO chosen by the
29 employe and in force at the time leave of absence without pay status is requested, if

30 any, less the employe contribution during such leave for a period not to exceed one
31 (1) year. The one-year period of limitation shall begin to run on the first day of the
32 month following that during which the leave of absence begins. An employe must
33 return to work for a period of sixty (60) calendar days with no absences for illness
34 related to the original illness in order for a new one-year limitation period to
35 commence.

36 (e) Where both husband and wife are employed by the county, either the husband
37 or the wife shall be entitled to one (1) family plan. Further, if the husband elects to be
38 the named insured, the wife shall be a dependent under the husband's plan, or if the
39 wife elects to be the named insured, the husband shall be a dependent under the
40 wife's plan. Should neither party make an election the county reserves the right to
41 enroll the less senior employe in the plan of the more senior employe. Should one
42 (1) spouse retire with health insurance coverage at no cost to the retiree, the
43 employed spouse shall continue as a dependent on the retiree's policy, which shall
44 be the dominant policy.

45 (f) Coverage of enrolled employes shall be in accordance with the monthly
46 enrollment cycle administered by the county.

47 (g) Eligible employes may continue to apply to change their health plan to one (1) of
48 the options available to employes on an annual basis. This open enrollment shall be
49 held at a date to be determined by the county and announced at least forty-five (45)
50 days in advance.

51 (h) The county shall have the right to require employes to sign an authorization
52 enabling non-county employes to audit medical and dental records. Information
53 obtained as a result of such audits shall not be released to the county with
54 employe names unless necessary for billing, collection, or payment of claims.

55 (i) Amendments to the Public Health Service Act applies federal government
56 (COBRA) provisions regarding the continuation of health insurance to municipal
57 health plans. Milwaukee County, in complying with these provisions, shall collect the
58 full premium from the insured, as allowed by law, in order to provide the continued
59 benefits.

60 (j) The county reserves the right to establish a network of providers. The network
61 shall consist of hospitals, physicians, and other health care providers selected by
62 the county. The county reserves the right to add, modify or delete any and all
63 providers under the network.

64 (k) All eligible employes enrolled in the PPO shall have a deductible equal to the
65 following:

66 (1) The in-network deductible shall be two hundred fifty dollars (\$250.00)
67 per insured, per calendar year; seven hundred fifty dollars (\$750.00) per
68 family, per calendar year.

69 (2) The out-of-network deductible shall be five hundred dollars (\$500.00)
70 per insured, per calendar year; one thousand five hundred dollars
71 (\$1,500.00) per family, per calendar year.

72 (l) All eligible employes and/or their dependents enrolled in the PPO shall be
73 subject to a twenty-dollar (\$20.00) in-network office visit co-payment or a forty-
74 dollar (\$40.00) out-of-network office visit for all illness or injury related office
75 visits. The in-network office visit co-payment shall not apply to preventative care
76 which includes prenatal, baby-wellness, and physicals, as determined by the plan

77 (m) All eligible employes and/or their dependents enrolled in the PPO shall be
78 subject to a co-insurance co-payment after application of the deductible and/or
79 office visit co-payment.

80 (1) The in-network co-insurance co-payment shall be equal to ten (10)
81 percent of all charges subject to the applicable out-of-pocket maximum.

82 (2) The out-of-network co-insurance co-payment shall be equal to thirty
83 (30) percent of all charges subject to the applicable out-of-pocket
84 maximum.

85 (n) All eligible employees enrolled in the PPO shall be subject to the following out-
86 of-pocket expenses including any applicable deductible and percent co-payments
87 to a calendar year maximum of:

88 (1) Two thousand dollars (\$2,000.00) in-network under a single plan.

89 (2) Three thousand five hundred dollars (\$3,500.00) in-network under a
90 family plan.

91 (3) Three thousand five hundred dollars (\$3,500.00) out-of-network under
92 a single plan.

93 (4) Six thousand dollars (\$6,000.00) out-of-network under a family plan.

94 (5) Office visit co-payments are not limited and do not count toward the
95 calendar year out-of-pocket maximum(s).

96 (6) Charges that are over usual and customary do not count toward the
97 calendar year out-of-pocket maximum(s).

98 (7) Prescription drug co-payments do not count toward the calendar year
99 out-of-pocket maximum(s).

100 (8) Other medical benefits not described in (q)(5), (6), and (7) shall be
101 paid by the health plan at one hundred (100) percent after the calendar
102 year out-of-pocket maximum(s) has been satisfied.

103 (o) All eligible employees and/or their dependents enrolled in the PPO shall pay a
104 one hundred dollar (\$100.00) emergency room co-payment in-network or out-of-
105 network. The co-payment shall be waived if the employee and/or their dependents
106 are admitted directly to the hospital from the emergency room. In-network and
107 out-of-network deductibles and co-insurance percentages apply.

108 (p) All eligible employees and/or their dependents enrolled in the PPO or HMO
109 shall pay the following for a thirty (30) day prescription drug supply at a
110 participating pharmacy:

111 (1) Five dollar (\$5.00) co-payment for all generic drugs.

112 (2) Twenty dollar (\$20.00) co-payment for all brand name drugs on the
113 formulary list.

114 (3) Forty dollar (\$40.00) co-payment for all non-formulary brand name
115 drugs.

116 (4) Non-legend drugs may be covered at the five dollar (\$5.00) generic
117 co-payment level at the discretion of the plan.

118 (5) The plan shall determine all management protocols.

119 (g) All eligible employes and/or their dependents enrolled in the HMO shall be
120 subject to a ten-dollar (\$10.00) office visit co-payment for all illness or injury
121 related office visits. The office visit co-payment shall not apply to preventative
122 care. The county and/or the plan shall determine preventative care.

123 (r) All eligible employes and/or their dependents enrolled in the HMO shall pay a
124 one-hundred-dollar (\$100.00) co-payment for each in-patient hospitalization.
125 There is a maximum of five (5) co-payments per person, per calendar year.

126 (s) All eligible employes and/or their dependents enrolled in the HMO shall pay
127 fifty (50) percent co-insurance on all durable medical equipment to a maximum of
128 fifty dollars (\$50.00) per appliance or piece of equipment.

129 (t) All eligible employes and/or their dependents enrolled in the HMO shall pay a
130 one hundred dollar (\$100.00) emergency room co-payment (facility only). The co-
131 payment shall be waived if the employe and/or their dependents are admitted to
132 the hospital directly from the emergency room.

133 (u) The health plan benefits for all eligible employes and/or their dependents for
134 the in-patient and out-patient treatment of mental and nervous disorders, alcohol
135 and other drug abuse (AODA) will be consistent with the mandates of the Federal
136 mental health parity act.

137 (v) Each calendar year, the county shall pay a cash incentive of five hundred
138 dollars (\$500.00) per contract (single or family plan) to each eligible employe who
139 elects to dis-enroll or not to enroll in a PPO or HMO. Any employe who is hired
140 on and after January 1, and who would be eligible to enroll in health insurance
141 under the present county guidelines who chooses not to enroll in a county health
142 plan shall also receive five hundred dollars (\$500.00). Proof of coverage in a
143 non-Milwaukee County group health insurance plan must be provided in order to
144 qualify for the five hundred dollars (\$500.00) payment. Such proof shall consist of
145 a current health enrollment card.

146 (1) The five hundred dollars (\$500.00) shall be paid on an after tax basis.
147 When administratively possible, the county may convert the five hundred
148 dollars (\$500.00) payment to a pre-tax credit which the employe may use
149 as a credit towards any employe benefit available within a flexible benefits
150 plan.

151 (2) The five hundred dollars (\$500.00) payment shall be paid on an
152 annual basis by payroll check no later than April 1 of any given year to
153 qualified employes on the county payroll as of January 1. An employe who
154 loses his/her non-county health insurance coverage may elect to re-join
155 the county health plan. The employe would not be able to re-join an HMO
156 until the next open enrollment period. The five hundred dollars (\$500.00)
157 payment must be repaid in full to the county prior to coverage
158 commencing. Should an employe re-join a health plan he/she would not
159 be eligible to opt out of the plan in a subsequent calendar year.

160 (w) The provisions of C.G.O. 17.14(8) shall not apply to seasonal and hourly
161 employes. An hourly employe shall be considered to be one who does not work a
162 uniform period of time within each pay period and shall include an employe who
163 works a uniform period of time of less than twenty (20) hours per week.

164 (x) The provisions of 17.14(8) shall apply to employes on an unpaid leave of
165 absence covered by workers compensation.

166 (109) County dental benefit plan and dental maintenance organizations. Employes
167 who are eligible for group hospital and medical benefits under the provisions of
168 subsections (7), ~~or subsection (8)~~ and (9) of this section shall also be entitled to
169 dental benefits upon application in accordance with enrollment procedures
170 established by the county, except that retired members of the county retirement
171 system shall not be eligible for dental benefit coverage. Eligible employes may enroll
172 in the county dental benefit plan (fee for service) or a dental maintenance
173 organization approved by the county.

174

175

176 **Adopted by the Milwaukee County Board of Supervisors**

177

July 28, 2011