

# PROOF OF PUBLICATION

STATE OF WISCONSIN }  
MILWAUKEE COUNTY } S.S.

Ann Richmond, being the first duly sworn on oath, says that she is the Publisher of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

Jan. 25, 2013

*Ann S. Richmond*  
Ann Richmond, Publisher

Sworn to me this 25th day of January 2013

*[Signature]*  
David Ziemer  
Notary Public, Milwaukee County, Wisconsin  
My Commission Is Permanent



# PROOF OF PUBLICATION

CHAPTER 17.14  
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**FROM THE OFFICE OF JOSPEH J. CZARNEZKI  
MILWAUKEE COUNTY CLERK  
County Ordinance No. 13-2  
File No. 12-1076**

**AN AMENDED ORDINANCE  
The County Board of Supervisors  
of the County of Milwaukee does  
ordain as follows:**

**SECTION 1.** Section 17.14 of the General Ordinances of Milwaukee County is amended as follows:

(7) Milwaukee County Group Health Benefit Program.

(a) Health and dental benefits shall be provided for in accordance with the terms and conditions of the current plan document and the group administrative agreement for the Milwaukee County Health Insurance Plan.

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

(c) Eligible employees may choose health benefits for themselves, and their dependents under a preferred provider organization (county health plan or PPO).

(d) Eligible employees enrolled in the PPO shall pay a monthly amount toward the monthly cost of health insurance as described below:

- (1) Effective January 2013, employees enrolled in the PPO comparable plan shall pay the following amounts ~~eighty-five dollars (\$85.00)~~ per month toward the monthly cost of the respective plan: ~~single-plan-and-one-hundred-twenty-dollar-(\$120.00)-per-month-toward-the-monthly-cost-of-a-family-plan-~~
  - Employee Only \$100
  - Employee + Child(ren) \$125
  - Employee + Spouse \$200
  - Employee + Family \$225

(2) The appropriate payment shall be made through payroll deductions. When there are not enough net earnings to cover such a required contribution, and the employee remains eligible to participate in a health care plan, the employee must make the payment due within ten (10) working days of the pay date such a contribution would have been deducted. Failure to make such a payment will cause the insurance coverage to be canceled effective the first of the month for which the premium has not been paid.

(3) The cost of health insurance shall be deducted from the employee's gross pay.

party make an election the county reserves the right to enroll the less senior employee in the plan of the more senior employee. Should one (1) spouse retire with health insurance coverage at no cost to the retiree, the employed spouse shall continue as a dependent on the retiree's policy, which shall be the dominant policy.

(g) Coverage of enrolled employees shall be in accordance with the monthly enrollment cycle administered by the county.

(h) Eligible employees may continue to apply to change their participation in the health plan on an annual basis. This open enrollment shall be held at a date to be determined by the county and announced at least forty-five (45) days in advance.

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

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

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

(l) Employees not covered by subsection (m) may, upon retirement, opt to continue their coverage in the county group health benefit program upon payment of the full monthly cost.

(m) The provisions of this subsection are considered a part of an employee's vested benefit contract as more fully set forth in subsection 201.24(5, 10). For the purpose of this subsection, service as a county employee shall be deemed to be a county employee.

as a county employee, or who have at least seven and one-half (7½) years of creditable pension service as a county employee and have also retired after fifteen (15) or more years of service as a City of Milwaukee employee.

(5) Retired members of the county retirement system who became members due to a functional transfer from the City of Milwaukee and have a total of fifteen (15) or more years of creditable pension service, to retired former employees of United Regional Medical Services, Inc., who were employed by the county as of December 31, 1991, and who have fifteen (15) or more years of aggregate service with the county, United Regional Medical Services, Inc., United/Dynacare LLC, and Froedter Memorial Lutheran Hospital (Radiology Department), and to retired employees with fifteen (15) or more years of service as a county employee in a teaching position.

(6) Beneficiaries of the foregoing employees in paragraphs (1)-(5) who continue to receive benefits from the county retirement system after the death of such employee, and to persons receiving survivorship benefits under subsection 201.24(6, 4) of the county pension ordinance. Upon the death of any retiree, only those survivors eligible for health insurance benefits prior to such retiree's death shall retain continued eligibility in the county group health benefit program.

(n) Effective February 1, 2013, all eligible employees enrolled in the PPO shall have a deductible equal to the following:

- (1) The in-network deductible for the PPO shall be based upon plan enrollment and shall be as follows per calendar year:
  - Employee Only \$ 800
  - Employee + Spouse \$1,050
  - Employee + Family \$1,850
  - Employee + Child(ren) \$1,050
  - Employee + Family \$1,850

(2) The out-of-network deductible for the PPO shall be based upon plan enrollment and shall be as follows per calendar year:

- Employee + Only \$1,800
- Employee + Child(ren) \$2,100
- Employee + Spouse \$3,200
- Employee + Family \$3,700

out-of-pocket maximum(s).

(9) Other medical benefits not described in subsections (9)(5), (6), and (7) shall be paid by the health plan at one hundred (100) percent after the calendar year out-of-pocket maximum(s) has been satisfied.

(1) All eligible employees and/or their dependents enrolled in the PPO shall pay a two hundred dollar (\$200.00) emergency room co-payment (facility only) in-network or out-of-network. The co-payment shall be waived if the employee and/or their dependents are admitted directly to the hospital from the emergency room. In-network and out-of-network deductibles and co-insurance percentages then apply.

(s) All eligible employees and/or their dependents enrolled in the PPO shall pay the following for a thirty-day prescription drug supply at a particular pharmacy:

- (1) Ten dollar (\$10.00) co-payment for all generic drugs.
- (2) Thirty dollar (\$30.00) co-payment for all brand name drugs on the formulary list.
- (3) Fifty dollar (\$50.00) co-payment for all non-formulary brand name drugs.

(4) Non-legend drugs may be covered at the ten dollar (\$10.00) generic co-payment level at the discretion of the plan.

(5) Twenty dollar (\$20.00) co-payment for all diabetic covered supplies.

(6) Except as prohibited by Medicare, mail order is mandatory for all maintenance drugs. There is no coverage for maintenance drugs filled at retail pharmacy after the third fill.

(7) Effective February 1, 2013, Co-payments for mail order maintenance drugs are two and one-half times (2.5x) retail but for a ninety-day supply.

(8) The plan shall determine all management protocols.

(9) Co-payments for retail prescription are for a thirty-day supply. Retail prescription shall not exceed a thirty-day supply.

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

(aa) Retired members of the county retirement system who were represented by the Federation of Nurses & Health Professionals, Local 5001, AFT, AFL-CIO and non-represented members of the employee retirement system who were Doyne employees when they voluntarily resigned their employment between September 1, 1995 and December 31, 1995, at the time of, and in lieu of, a layoff from county service as a direct result of the sale/lease of John L. Doyne Hospital and employees of the School of Nursing who resigned from county service, in lieu of being laid off due to the closure of the School of Nursing, who possess more than ten (10) but less than fifteen (15) years of creditable pension service credit may elect to file an appropriate application to become eligible to enroll in the county group health benefit program and the county shall pay the following fixed, not to exceed, below noted portion of the monthly cost of the benefit option selected with the pensioner paying the balance of the monthly cost:

- Creditable Pension Service
- Monthly County Payment:
- Ten (10) or more years \$50.00
- Eleven (11) or more years \$50.00
- Twelve (12) or more years 125.00
- Thirteen (13) or more years 200.00
- Fourteen (14) or more years 275.00

(bb) Retired members of the county retirement system who are eligible for continuing their health insurance benefits at county expense under the provision of this section shall be eligible for reimbursement of the cost of their Medicare Part B premiums, as well as the Medicare Part B premiums of their eligible spouse and dependents.

(1) The provisions of section (bb) shall not apply to members not represented by a collective bargaining unit who retired and began receiving benefits from the Milwaukee County Employees Retirement System after April 1, 2011, nor to members represented by the American Federation of State, County and Municipal Employees, the Association of Milwaukee County Attorneys, the Milwaukee County Board of Supervisors, the Milwaukee County Building and Trades Council, the Technicians, Engineers and Architects of Milwaukee County, and the International Association of Machinists and Aerospace Workers who retired and began receiving benefits from the Milwaukee County Employees Retirement System after December 31, 2011, nor to members represented by the Federation of Nurses and Health Professionals.

insurance on a pre-tax basis pursuant to Section 125 Plan.

(4) The county shall establish and administer flexible spending accounts (FSAs) for those employees who desire to pre-fund their health insurance costs as governed by IRS regulations. The county retains the right to select a third party administrator.

2. The county shall make an annual contribution to the FSA account of each active and enrolled eligible employee who is covered by subsection 201.24(3.11) of the pension ordinance or who is covered by a collective bargaining agreement that includes a mandatory employee pension contribution consistent with subsection 201.24(3.11) of the pension ordinance. The contribution shall be based upon plan enrollment and will be funded as follows per calendar year:

- Employee Only \$600
- Employee + Child(ren) \$1,440
- Employee + Spouse \$1,200
- Employee + Family \$1,800

applicable to the network deductible under the PPO plan as defined under subsection 17.14(7)(f). The contributions shall be subject to and in accordance with IRS regulations.

(e) In the event an employee who has exhausted accumulated sick leave is placed on leave of absence without pay status on account of illness, the county shall continue to pay the monthly cost or premium for the PPO in force at the time leave of absence without pay status is requested, if any, less the employee contribution during such leave for a period not to exceed one (1) year. The one-year period of initiation shall begin to run on the first day of the month following that during which the leave of absence begins. An employee must return to work for a period of sixty (60) calendar days with no absences for illness related to the original illness in order for a new one-year limitation period to commence.

(f) Where both husband and wife are employed by the county, either the husband or the wife shall be entitled to one (1) family plan. Further, if the husband elects to be the named insured, the wife shall be a dependent under the husband's plan, or if the wife elects to be the named insured, the husband shall be a dependent under the wife's plan. Should neither

months under an emergency appointment, if continuous, may be included in calculating the fifteen (15) years of creditable pension service. The county shall pay the full monthly cost of providing county group health coverage under section 17.14 to the following individuals:

(1) Upon retirement, employees who were non-represented as of December 31, 2011, or who were represented, as of December 31, 2011, by the American Federation of State, County and Municipal Workers, or by the International Association of Machinists and Aerospace Workers, Architects of Milwaukee County, or by the Milwaukee Building and Construction Trades Council, or by the Milwaukee County Firefighters Association, and who were hired prior to January 1, 1994, and who have creditable pension service as a county employee, or who have at least seven and one-half (7½) years of creditable pension service as a retired after fifteen (15) or more years of service as a City of Milwaukee employee.

(2) Employees who were represented as of December 31, 2011 by the Federation of Nurses and Health Professionals, and who were hired prior to September 27, 1995, and who have fifteen (15) years or more of creditable pension service as a county employee, or who have at least seven and one-half (7½) years of creditable pension service as a retired after fifteen (15) or more years of service as a City of Milwaukee employee.

(3) Employees who were represented as of December 31, 2011 by the Association of Milwaukee County Attorneys, and who were hired prior to January 1, 2006, and who have fifteen (15) years or more of creditable pension service as a county employee, or who have at least seven and one-half (7½) years of creditable pension service as a retired after fifteen (15) or more years of service as a City of Milwaukee employee.

(4) Employees who were represented as of December 31, 2011 by the Deputy Sheriffs Association, and who were hired prior to July 1, 1995, and who have fifteen (15) years

years of these benefits, generally for a three-member or more family per calendar year towards meeting deductibles for the PPO.

(o) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a thirty dollar (\$30.00) in-network office visit co-payment or a sixty dollar (\$60.00) out-of-network office visit for all illness or injury related office visits, including chiropractic visits. The in-network office visit co-payment shall not apply to preventative care, as determined by the plan.

(p) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a co-insurance after application of the deductible.

(1) The in-network co-insurance shall be equal to twenty (20) percent of all charges subject to the applicable out-of-pocket maximum.

(2) The out-of-network co-insurance shall be equal to forty percent of all charges subject to the applicable out-of-pocket maximum.

(3) Co-insurance does not apply to those services that require a fixed amount co-payment.

(4) The in-network co-insurance shall not apply to preventative care, as determined by the plan.

(q) All eligible employees enrolled in the PPO shall be subject to the following out-of-pocket maximums including any applicable deductible and percent co-insurance to a calendar year maximum of:

- (1) Two thousand five hundred dollars (\$2,500.00) in-network under a single plan.
- (2) Five thousand dollars (\$5,000.00) in-network under an employee+child(ren) under an employee + spouse, or a family plan.
- (3) Six thousand dollars (\$6,000.00) out-of-network under a single plan.
- (4) For the PPO, twelve thousand dollars (\$12,000.00) out-of-network under an employee+child(ren) and employee + spouse, or a family plan.

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

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

(7) Prescription drug co-payments do not count toward the calendar year

(v) Each calendar year, the county shall pay a cash incentive of five hundred dollars (\$500.00) per contract (single or family plan) to each eligible employee who elects to dis-enroll or not to enroll in a PPO. Any employee who is hired on and eligible to enroll in health insurance under the present county guidelines who chooses not to enroll in a county health plan shall also receive five hundred dollars (\$500.00). Proof of coverage in a non-Milwaukee County Group Health Insurance Plan must be provided in order to qualify for the five hundred dollar (\$500.00) payment. Such proof shall consist of a current health enrollment card.

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

(2) The five hundred dollar (\$500.00) payment shall be paid on an annual basis by payroll check no later than April 1 of any given year to qualified employees on the county payroll as of January 1. An employee who loses his/her non-county health insurance coverage may elect to re-join the county health plan. The five hundred dollar (\$500.00) payment must be repaid in full to the county prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.

(w) The county shall implement a disease management program.

(x) The provisions of C.G.O. 17.14(7) shall apply to all employees in the unclassified service of Milwaukee County, except those in following title codes 83000, 83400, 83500, 83600, 83900, 85100, 85400, 85410, 85590, 85631, 85710.

(y) The provisions of C.G.O. 17.14(7) shall not apply to seasonal and hourly employees. An hourly employee shall be considered to be one who does not work a uniform period of time within each pay period and shall include an employee who works a uniform period of time of less than twenty (20) hours per week.

(z) The provisions of section 17.14(7) shall apply to employees on an unpaid leave of absence covered by workers compensation.

retired and began receiving benefits from the Milwaukee County Employees Retirement System after December 31, 2012. For members represented by the Deputy Sheriffs Association and the Milwaukee County Firefighters Association, the provisions of sections (aa) and (bb) shall be applicable in accordance with their respective labor contracts.

(cc) Retired members of the county retirement system with less than fifteen (15) years of creditable pension service credit may, upon retirement, opt to continue their membership in the county group health benefit program upon payment of the monthly cost. Upon the death of such a pensioner, the beneficiary(s) may continue as a member of the group, providing they pay the full monthly cost.

(dd) Effective January 1, 2012, the county Medicare coordination methodology will be "non-duplication". Under this method, when Medicare is the primary health coverage, the benefit paid by Milwaukee County's plan will be the difference between 17.14(7) and the amount paid by Medicare.

(ee) Effective January 1, 2012, employees who are not represented by a collective bargaining unit or who are members of the American Federation of State, County and Municipal Employees, the Association of Milwaukee County Attorneys, the Milwaukee Building and Construction Trades Council, the International Association of Machinists and Aerospace Workers, the Technicians, Engineers and Architects of Milwaukee County or the Federation of Nurses and Health Professionals shall be subject to the provisions of section 17.14(7).

(ff) Effective January 1, 2012, Milwaukee County members of the Association or the Milwaukee County Fire Fighters' Association shall be subject to the provisions of section 17.14(7), with the exception of subsection (d) which shall be in accordance with the provisions of a collective bargaining agreement. SECTION 2. The provisions of this ordinance shall be effective January 1, 2013.

Adopted by the Milwaukee County Board of Supervisors  
December 20, 2012  
10234004/1-25