

PROOF OF PUBLICATION

STATE OF WISCONSIN } S.S.  
MILWAUKEE COUNTY }

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Aug. 16, 2011

*Ann S. Richmond*

Ann Richmond

Sworn to me this 16th day of August 2011

*MZ*

David Ziemer  
Notary Public, Milwaukee County, Wisconsin  
My Commission Is Permanent



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# Notices

## FROM THE OFFICE OF JOSEPH J. CZARNEZKI MILWAUKEE COUNTY CLERK County Ordinance No. 11-14 File No. ORD 11-11 AN ORDINANCE

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

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

### 17.14. Employment definitions.

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

(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 or under the terms and conditions of the insurance contracts of a Managed Care Organization (HMO) approved by the county.

(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) or HMO approved by the county.

(d) 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 or HMO chosen by the employee and 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 limitation 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.

(e) 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 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.

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

(g) Eligible employees may continue to apply to change their health plan to one (1) of the options available to employees 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.

(h) 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.

(i) 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.

(j) 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.

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

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

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

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

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

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

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

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

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

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

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

(4) Six thousand dollars (\$6,000.00) out-of-network under 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 out-of-pocket maximum(s).

(8) Other medical benefits not described in (a)(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.

(o) All eligible employees and/or their dependents enrolled in the PPO shall pay a one hundred dollar (\$100.00) emergency room co-payment 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 apply.

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

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

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

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

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

(5) The plan shall determine all management protocols.

(q) All eligible employees and/or their dependents enrolled in the HMO shall be subject to a ten-dollar (\$10.00) office visit co-payment for all illness

or injury related office visits. The office visit co-payment shall not apply to preventative care. The county and/or the plan shall determine preventative care.

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

(s) All eligible employees and/or their dependents enrolled in the HMO 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.

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

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

(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 or HMO. Any employee who is hired on and after January 1, and who would be 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 an non-Milwaukee County group health insurance plan must be provided in order to qualify for the five hundred dollars (\$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 dollars (\$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 dollars (\$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 employee would not be able to re-join an HMO until the next open enrollment period. The five hundred dollars (\$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 provisions of C.G.O. 17.14(8) 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.

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

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

Adopted by the Milwaukee County Board of Supervisors  
July 28, 2011

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