File #: 1135-2005, **Version:** 1

It is necessary to amend Section 9 of Ordinance No. 125-2001, the Fire Management Compensation Plan (FMCP), to provide employees covered by the FMCP the same level of insurance benefits as those employees covered by the collective bargaining contract between the City and the Columbus Firefighters Union, Local 67.

To amend Ordinance No. 125-2001, as amended, by amending Section 9, Insurances; and to declare an emergency.

Whereas, it is necessary to amend Ordinance No. 125-2001, the Fire Management Compensation Plan to provide comparable insurance benefits to the Fire chief and Fire Assistant Chief (Executive Officer) to those negotiated with the Columbus Firefighters Union, Local 67; and

Whereas, an emergency exists in the usual daily operation of the City in that it is immediately necessary to amend the Fire Management Compensation Plan, thereby preserving the public health, peace, property, safety, and welfare; Now, Therefore

Section 1. To amend Section 9 of Ordinance No. 125-2001, as amended, by amending Section 9 to read as follows:

SECTION 9. INSURANCES.

(A) Insurance Program. The City shall continue to provide all full-time employees with comprehensive major medical, prescription drug, vision care, dental care and life insurance. Employees shall become eligible for medical, prescription drug and life insurance benefits on the first of the month following their hire date. If hired on the first day of the month, the employee's coverage will begin immediately. Employees must complete one (1) year of continuous City service before qualifying for dental and vision benefits.

(B) Employee Benefit Booklet. The City shall provide an updated Employee's Benefit Booklet to all employees which will explain and list all covered services covered by this Section.

(C) Liability Coverage. The City recognizes that Chapter 2744 of the Ohio Revised Code is applicable to all uniformed personnel of the Division of Fire and provides liability protection for such personnel when engaged in the operation of a motor vehicle in the performance of a governmental function.

(D) Life Insurance. The City shall provide term life insurance in the amount of one times the employee's annual salary in effect at that time, for all eligible full-time employees less than 65 years of age. Full-time employees sixty-five (65) to seventy (70) years of age shall receive term life insurance in the amount of sixty-five percent (65%) of the employee's annual salary in effect at the time of death. Full-time employees seventy (70) years of age and over shall receive term life insurance in the amount of thirty-nine percent (39%) of the employee's annual salary in effect at the time of death.

Effective June 1, 2005, the City shall provide term life insurance in the amount of one hundred thousand dollars ($100,000) for all eligible full-time employees. The City shall provide the Fire Chief and Fire Assistant Chief (Executive Officer) term life insurance in the amount of their annual salary or $100,000, whichever is greater.

(E) Cost Containment. The term "employee" as it pertains to this section shall mean the employee and all of his/her eligible dependents.

~~(1) The following modifications will be effective the beginning of the next month following the effective date of this Ordinance, unless otherwise specified:~~

~~(a)~~ **(1)** A $200 annual deductible with an 80/20 percent coinsurance of the next $1,500.00 in reasonable charges or $300.00, for a total out-of-pocket maximum of $500.00 per single contract per year. Covered charges above $1,700.00 will be paid 100% by the Plan under the reasonable standard, subject to Plan limitations.

~~(b)~~ **(2)** A $400.00 annual family deductible with an 80/20 percent coinsurance of the next $2,000.00 of reasonable charges or $400.00, for a total out-of-pocket maximum of $800.00 per family contract. Covered charges above $2,400.00 will be paid 100% by the Plan under the reasonable standard, subject to Plan limitations.

~~(c) Effective January 1, 1998, the plan will be modified~~

(3) **T**o comply with HR3101, **effective January 1, 1998, the plan will be modified.** For new hires and eligible dependents, a pre-existing condition clause will apply. In the event medical care or consultation is sought or received within six (6) months prior to the employee's date of hire, the medical condition will not be payable for twelve (12) months from the effective date of coverage with the City. The employee can reduce their twelve (12) months of pre-existing condition requirements by submitting a certificate of creditable coverage from a prior employers' health insurer.

~~(d)~~ **(4)** Provide coverage for routine mammogram up to a maximum of $85.00, subject to the deductible, coinsurance and out-of-pocket maximums according to the following frequency.

- one baseline exam for women 35-39 years old;

- one exam every year for women age 40 and over.

~~(e)~~ **(5)** Prescription drug deductible charges are not payable under this medical contract.

~~(f)~~ **(6)** Subject the outpatient surgery payments to the deductible, co-payments and out-of-pocket maximums.

~~(g)~~ **(7)** Remove exclusion of blood and blood plasma coverage.

~~(2)~~ **(F)** Limitations. The following limitations apply:

~~(a)~~ **(1)** Inpatient alcohol or drug treatment (substance abuse) limited to one confinement per calendar year, per individual, with no more than 35 calendar days per confinement.

~~(b)~~ **(2)** Inpatient psychiatric treatment limited to a 60 day maximum per calendar year.

~~(c)~~ **(3)** Outpatient alcohol or drug treatment (substance abuse) will be limited to 50% of 25 visits per calendar year per individual.

~~(d)~~ **(4)** Outpatient psychiatric payments will be limited to 50% of 25 visits per calendar year.

~~(e) The $300.00 supplemental accident insurance provision will no longer be in effect.~~

~~(3)~~ **(G)** Pre-Admission Certification. If an employee or a dependent is informed that a non-emergency inpatient admission is necessary, including psychiatric/substance abuse treatment, the admission must be pre-certified by the

City's medical utilization review administrator. If no pre-certification is made or the inpatient admission is determined not to be medically necessary, a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance, and out-of-pocket maximum provisions. In the event the care is determined to be medically unnecessary, the employee will be responsible for all charges for medically unnecessary care.

~~(4)~~ **(H)** Emergency Admissions. Emergency inpatient hospital confinements including inpatient psychiatric treatment must be certified within 48 hours of admission or a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

~~(5)~~ **(I)** Assigned Length of Stay (Concurrent Review). Once an elective admission has been pre-certified, a length of stay is assigned. Written notification of the certified stay should be sent to the employee, hospital and attending physician. If the hospital stay extends beyond the assigned length of stay, the employee will be responsible for all additional charges of medically unnecessary care, in addition to the deductible, coinsurance and out-of-pocket maximum provisions. Medically necessary care will constitute justification for certification of a length of stay extension by the **Medical U**tilization **R**eview **A**dministrator.

~~(6)~~ **(J)** Mandatory Second Surgical Opinion. For all inpatient and outpatient non-emergency surgeries, a second surgical opinion may be required as directed by the **Medical** Utilization Review Administrator. This second opinion shall be covered at one hundred percent (100%) of the reasonable charge. If the first two opinions conflict, a third opinion shall also be covered at one hundred percent (100%) of reasonable charges. If a second opinion is not obtained for the surgeries, a ten percent (10%) penalty of total charges shall be applied, in addition to the deductible, coinsurance and out-of-pocket maximum provisions.

~~(7)~~ **(K)** Based on medical information obtained prior to the surgery, the City's medical utilization review administrator may waive the mandatory second surgical opinion requirement in specific cases.

~~(8)~~ **(L)** Continued Treatment and Technological Review. Certain outpatient non-emergency therapy, outpatient continued treatment, and advanced technological treatments recommended by an employee's attending physician will require the City's medical utilization review administrator's approval. The City's plan administrator may waive precertification requirements in specific cases. These treatments will include:

(1) Therapy

(a) Physical Therapy
(b) Occupational Therapy

(2) Advanced Technological Procedures

(a) Magnetic resonance imaging (MRI)
(b) Lithotripsy
(c) Ultrasound imaging during pregnancy
(d) Angioplasty

(3) Treatment

(a) Chiropractic
(b) Podiatric

Once the employee's physician informs the employee that it is medically necessary for the employee to receive physical therapy, occupational therapy, chiropractic treatment or podiatric treatment on an ongoing basis, the employee must contact the City's medical utilization review administrator to obtain continued treatment authorization. Also, if the employee's physician instructs the employee to receive any of the listed advanced technological procedures, it is necessary for the employee to contact the City's **Medical U**tilization **R**eview **A** dministrator to obtain pre-treatment authorization.

In the event the employee does not obtain authorization for continued therapy, treatment, or technological review,

the employee will be responsible for **ten percent (**10%**)** of the total charges, in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

~~(9)~~ **(M)** Outpatient psychiatric, alcohol and drug treatment requires prior authorization by the plan administrator. In the event the employee does not obtain prior authorization for psychiatric, drug or alcohol treatment, the employee will be responsible for **ten percent (**10%**)** of the total charges, in addition to the deductible, coinsurance, and out of pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

~~(10)~~ **(N)** Medical Case Management. This program allows a consultant to review a patient's medical treatment plan to determine whether the covered person qualifies for alternate medical care. The determination of eligibility for a patient's medical case management will be primarily based upon medical necessity and appropriate medical care. Recommendations will be made to the family and health care providers; however, the decision to receive alternate medical care rests with the employee and the physician. The **Medical U**tilization **R**eview **A**dministrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment benefits refer to expenses that are approved before they are incurred, which may not otherwise be payable as covered expenses under the medical plan.

~~(11)~~ **(O)** A mental health and/or substance abuse case management benefit will be available whereby an eligible participant may elect to exchange unused mental health or substance abuse inpatient days for other needed mental health or substance abuse benefits as determined by the plan administrator. The plan administrator shall determine the medical necessity and exchange rate.

~~(12)~~ **(P)** Planned Discharge Program. In the event an employee or dependent is hospitalized and it is determined that hospitalization is no longer needed, this program allows the patient to receive care in the most medically appropriate setting. The decision to receive alternate medical care rests with the employee and the physician.

~~(13)~~ **(Q)** Home Health Care and Hospice Care. Establishment of a hospice care program to be paid **one hundred percent (**100%**)** by the City subject to the reasonable standard. Home Health Care will be paid at **one hundred percent (**100%**)** of reasonable charges. Services rendered by a hospice care program will be covered up to a maximum of sixty (60) days.

~~(14)~~ **(R)** Hospital Bill Review. If an employee reviews his hospital bill and discovers overcharges by the provider, he will receive **fifty percent (**50%**)** of the reimbursed overcharges up to a maximum of $250.00 per employee per confinement, upon verification of such overcharges by the third party administrator.

~~(15)~~ **(S)** Prescription Drugs.

~~(a)~~ **(1)** Under the prescription drug ID card program a $4.00 deductible will apply to generic prescription drugs or brand name drugs if no generic substitution is available. Brand name drugs, if a generic substitute is available, are not covered under the program, unless a brand name drug is medically necessary.

~~(b)~~ **(2)** Limit dispensing amount to a 34 day supply.

~~(c)~~ **(3)** Mail order prescription drugs will be limited to a 30 day minimum and 90 day maximum. Under the mail order program, a $1.00 deductible will apply to generic drugs or brand name drugs if no generic substitution is available. Brand name drugs, if a generic substitution is available, are not covered under the program.

~~(d)~~ **(4)** Maintenance drugs will be required to be obtained through the mail order program. The original prescription with no refills may be purchased locally but subsequent refills must use the mail order program.

~~(e)~~ **(5)** Additional Services Not Covered:

Drugs deemed not medically necessary except: Birth Control Pills as prescribed by a physician, pre-natal vitamins as prescribed by a physician, and Habitrol (eligible if used in conjunction with behavior modification classes).

~~(f)~~ **(6)** Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, may result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

As of July 1, 2005, the following provisions apply with regard to Section 9(S)(1) through (6) immediately above:

(1) Effective with prescriptions dispensed on or after July 1, 2005 under the Prescription Drug ID Card Program and Direct Reimbursement Program, the employee shall be responsible for a four dollar ($4.00) co-pay for a generic drug for a thirty (30) day supply. If there is no generic drug equivalent for the prescribed drug, the co-pay is eight dollars ($8.00). If the prescription is for a brand-name drug, or the prescription is written, "dispense as written", and a generic equivalent exists, the co-pay is twelve dollars ($12.00). The four dollar ($4.00) co-pay applies to allergy serums under the direct reimbursement program.

(2) Effective with prescriptions dispensed on or after July 1, 2005, mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. Under the mail order program, the employee shall be responsible for a five dollar ($5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written, "dispense as written", and a generic equivalent exists, the co-pay is twenty dollars ($20.00).

(3) Maintenance drugs will be required to be obtained through the mail order program. The original prescription with one refill may be purchased locally but subsequent refills must use the mail order program.

(4) Additional services to be covered include: birth control pills as prescribed by a physician, pre-natal vitamins as prescribed by a physician, and Habitrol (eligible if used in conjunction with behavior modification class).

(5) Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, may result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

As of January 1, 2007, the following provisions apply with regard to Section 9(S)(1) through (5) immediately above:

(1) Effective with prescriptions dispensed on or after January 1, 2007, under the Prescription Drug ID Card Program and Direct Reimbursement Program, the employee shall be responsible for a five dollar ($5.00) co-pay for a generic drug for a thirty (30) day supply. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written, "dispense as written", and a generic equivalent exists, the co-pay is twenty-five dollars ($25.00). The five dollar ($5.00) co-pay applies to allergy serums under the direct reimbursement program.

(2) Effective with prescriptions dispensed on or after January 1, 2007, mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. Under the mail order program, the employee shall be responsible for a ten dollar ($10.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is twenty dollars ($20.00). If the prescription is for a brand-name drug, or the prescription is written, "dispense as written", and a generic equivalent exists, the co-pay is forty dollars ($40.00).

(3) Maintenance drugs will be required to be obtained through the mail order program. The original prescription with one refill may be purchased locally but subsequent refills must use the mail order program.

(4) Additional services to be covered include: birth control pills as prescribed by a physician, pre-natal vitamins as prescribed by a physician, and Habitrol (eligible if used in conjunction with behavior modification class).

(5) Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, may result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

~~(16) Dental Pretreatment Review. The City will enter into, and pay 100% of the cost of, a contract with a Dental Pretreatment Review Administrator. The program will operate, as follows: The employee's dentist recommends certain dental care and then submits to the insurance carrier a pretreatment review form furnished to the dentist by the employee. The form is submitted to the Administrator and, within three (3) to nine (9) days, the Administrator mails the results of its review to the patient, the dentist and the insurance carrier. The patient and dentist then schedule a date for the approved dental care. If the employee elects to have the dental work performed without, or contrary to the review, the standard deductible and 75%-25% co-payment provisions will not apply. Instead, there will be a straight 50%-50% co-payment from the first dollar of charges also based upon the usual, customary and reasonable standard. Such pretreatment review will cover the following dental procedures:~~

~~(a) Crowns~~
~~(b) Inlays or onlays~~
~~(c) Bridges~~
~~(d) Partial or full dentures~~
~~(e) Impactions~~
~~(f) Periodontal surgery exceeding $250.00~~
~~(g) Orthodontic treatment~~
~~(h) Oral surgery~~
~~(i) Temporomandibular joint treatment~~
~~(j) All dental claims exceeding $250.00~~
~~(k) All major medical dental claims exceeding $250.00~~

(T) Awarding Contracts. Every effort will be made by the City to award the contracts for Medical Utilization Review ~~and Dental Pretreatment Review~~ to **a** local compan**y**. If this is not feasible, the City will require that **any** compan**y** awarded the contract will maintain a local representative. This is to ensure that all review forms will be reviewed at a local level.

~~(F)~~ **(U)** Physical Examinations.

(1) For eligible employees, routine physicals will be provided under the Physical Health and Fitness Policy as specified in Section 20 of this Ordinance. For dependents, the City will pay **eighty percent (**80%**)** of $150 in reasonable charges for routine physicals. A stress test for dependents will not be payable under the physical examination benefit unless deemed medically necessary. If a stress test is deemed medically necessary, the City will pay **eighty percent (**80%**)**of $250 in reasonable charges for the stress test and stress test interpretation.

(2) Eligible employees and dependent's physical examinations shall exclude routine checkups such as but not limited to eye examination, pap smears and immunizations.

(3) The above dependent physical examination benefits are not subject to the deductible, and coinsurance provisions under Subsection (E)(1) and (2) of this Section.

~~(G)~~ **(V)** Dental. **The City will provide the following dental coverage for all eligible employees:**

~~(1) Dental general anesthesia administered by the dentist is a covered service.~~

~~(2) The maximum amount this contract will pay for covered dental expenses, except orthodontics, for one person in one Benefit year is $1,500.00.~~

~~(3) Dependent orthodontia will be payable at 75% of the UCR allowance, up to a maximum payment of $1,850.00.~~

(1) The City will cover one hundred percent (100%) of reasonable charges for preventative and diagnostic treatments.

(2) The City will cover seventy-five percent (75%) of reasonable charges for restorative and orthodontic treatments.

(3) The City will provide maximum dental care of one thousand five hundred dollars ($1,500.00) per person, per calendar year, and a lifetime maximum orthodontic benefit of one thousand eight hundred fifty dollars ($1,850.00) for covered children under age 19.

In addition, a voluntary dental PPO shall be available to employees that allows voluntary selection of a participating provider that will result in no balance billing over reasonable charges. All existing co-insurance levels and exclusions continue to apply.

~~(H)~~ **(W)** Vision. The following non-panel reimbursement schedule will apply **up to July 1, 2005**:

Professional Fees		
Examination, up to	$ 35.00	
Materials		(Pair)
Single Vision Lenses, up to	$ 35.00	
Bifocal Lenses, up to	$ 50.00	
Trifocal Lenses, up to	$ 60.00	
Lenticular Lenses, up to	$ 90.00	
Frames, up to	$ 35.00	
Contact Lenses (In place of all other benefits for the benefit period.)		
Necessary	$170.00	
Cosmetic (elective)		$90.00

Increase panel wholesale frame allowance proportionately.

Effective July 1, 2005, the City shall maintain the following no-deductible vision care plan for all eligible employees:

(1) Non-panel Reimbursement Schedule.

Professional fees

Examination up to$35.00

Materials

Single vision lenses, up to		**$ 35.00**
Bifocal lenses, up to	**$ 50.00**	
Trifocal lenses, up to	**$ 60.00**	
Lenticular lenses, up to	**$ 90.00**	
Frames, up to	**$ 35.00**	
Contact lenses		
Necessary	**$170.00**	
Cosmetic (for spouse and dependents only)	**$ 90.00**	
Cosmetic (for members only)	**$150.00**	

(2) Panel retail frame allowance. The panel retail frame allowance is $130.00.

~~(I)~~ **(X)** Communicable Disease Testing. At no charge to the employee, the City shall contract with a twenty-four (24) hour medical facility to test fire fighters who may have been exposed to communicable diseases while in the performance of their duties.

~~(J)~~ **(Y)** Premium Contributions. ~~Effective June 1, 1994,~~ **E**mployees will be charged a monthly premium for participating in the City's insurance program of seven dollars and fifty cents ($7.50) per month for single coverage and fifteen dollars ($15.00) per month for family coverage. Such premiums shall be paid through an automatic payroll deduction.

Beginning July 1, 2005, employees will be charged a monthly premium for participating in the City's insurance programs that shall be paid through an automatic payroll deduction.

The monthly insurance premium shall be an amount equal to ten percent (10%) of the negotiated insurance base, but no more than twenty dollars ($20.00) for single contribution and forty-five dollars ($45.00) for family contribution beginning with the pay period that includes July 1, 2005; no more than twenty-five dollars ($25.00) for single contribution and fifty dollars ($50.00) for family contribution beginning January 1, 2006; and no more than thirty dollars ($30.00) for single contribution and fifty-five dollars ($55.00) for family contribution beginning January 1, 2007 and thereafter. the negotiated insurance base shall be the total actual cost to the City of the claims and administrative fees for medical, dental, vision and prescription drugs for employees in this bargaining unit for the preceding benefit year of February 1 through January 31. The premium will be established as single and family rates. Half of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

(~~K~~**Z**) Pre-tax Benefits. An initial enrollment will be offered to full-time employees who choose to participate in a Pre-tax Dependent Care and Pre-tax Insurance Premium Program offered by the City of Columbus or its appointed administrator. Subsequent enrollments will be offered to new employees at the time of hire; existing employees may enroll during Open Enrollment month each year.

~~(L)~~ Insurance Premiums. Each participant who elects to pre-tax the monthly insurance premium, must complete the necessary election form which authorizes the City payroll to pre-tax that premium.

~~(M)~~ Dependent Care Program. Each participating employee who elects to enroll in the Dependent Care Program will determine an amount to be pre-taxed biweekly through payroll deduction. The annual pre-tax limit, determined by each participant, shall not conflict with IRS limits identified in Internal Revenue Code. Amendments to the annual pre-tax maximum can only occur during Open Enrollment month, on the annual plan renewal date, or when a change in status occurs.

Participants will submit allowable claims to the City's plan administrator. Remittance from the participant's Dependent Care account will be sent directly to each plan participant. Amounts for which a participant does not have an eligible claim, will be forfeited at the end of each plan year.

These pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

Section 2. That existing Section 9 of Ordinance No. 125-2001, as amended, be repealed , effective with the effective date of this ordinance.

Section 3. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in full force from and after approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.