CITY OF CEDAR RAPIDS PERSONNEL POLICY MANUAL
SECTION 4 – GROUP INSURANCE
4.01 – HEALTH/DENTAL INSURANCE

GENERAL POLICY
This policy applies to non-bargaining employees. Provisions not in conflict with bargaining contracts also apply to bargaining employees. The City will make available group health and dental insurance for regular full-time and regular part-time non-bargaining employees. The City reserves the right to self-insure the coverage, to select a carrier of its choice to provide the coverage, or to modify the plan at any time.

SPECIFIC PROVISIONS
1. Eligibility
   a. Coverage Begin Date: An employee is eligible for coverage effective the 1st of the second month following employment (i.e. employment dates of 1/1 - 1/31 are eligible 3/1, etc.).
   b. Termination Date: Insurance terminates at the end of the month in which an employee leaves City employment.
   c. Coverage Continuation:
      1. COBRA Election: Terminated employees and/or their dependents may be eligible for continuation of group coverage for both health and dental under Federal law. Standard continuation for employee separation is 18 months. However, see Human Resources for detailed information on eligibility rules.
      2. Retiree Election: For health insurance only, retirees (as defined in Section 509A.13 of the Code of Iowa) may continue coverage until age 65, or 18 months following retirement, whichever is longer. The City's group plan is primary only until age 65, however. At age 65, Medicare must be primary.
      3. Conversion: Conversion options are available.

2. Coverage Description
   a. See current benefits certificate/benefit plan booklet for plan details.

3. Cost of Insurance
   a. Regular Full-time Employees: The City contributes premium amounts as recommended by the Human Resource Director and Finance Director, and approved by the City Manager.
   b. Regular Part-time Employees: The City's contribution is pro-rated, based on the established workweek (authorized full-time equivalent in budget) for the position. The pro-rata calculation options for the City’s contribution to insurance benefits are 50%, 60%, or 75% of the amount contributed for a regular full-time employee, reflecting the percentage closest to the established workweek for the position.
   c. Premium Pre-tax: Health and dental premiums are handled on a pre-tax basis as part of the Flexible Benefits program, in accordance with Section 125 of the Internal Revenue Code.
d. COBRA and Retiree participants: COBRA and Retiree participants must pay 100% of the premiums, plus a 2% administrative fee.

4. Continuation of Coverage During Unpaid Leave of Absence
   a. See policy 5.11 for details. Employees on unpaid leave of absence must contact the Human Resources Department for the purpose of reviewing insurance continuation options and costs. Premiums that are the employee's responsibility during the leave must be paid by the first of the month for that month's coverage.
   b. Medical Leave under Family and Medical Leave Act (FMLA): If an employee is on FMLA leave in accordance with Policy 5.14, the employer’s contribution to health and dental insurance will be continued, whether the FMLA leave period is paid or unpaid.
   c. Medical Leave not under FMLA: In limited instances, an unpaid medical leave beyond the FMLA leave period, or a medical leave that does not qualify under FMLA, may be approved. In this instance, the employer’s contribution to health and dental insurance will be continued for three (3) months following the month in which the additional unpaid leave begins. Upon return from unpaid leave, the City will resume normal contributions at the beginning of the month following return to work.
   d. Personal or Educational Leave: The City will pay the employer premiums for health and dental insurance through the end of the month in which the employee begins unpaid leave. Upon return from unpaid leave, the City will resume normal contributions at the beginning of the month following return to work.
   e. Military Leave: The City will pay the employer premiums for health and dental insurance through the end of the month in which the employee begins unpaid leave. Upon return from unpaid leave, the City will resume normal contributions at the beginning of the month in which the employee returns to work, in accordance with USERRA.
   f. Reference policy 5.06 for more information on military leave, and policy 5.11 for more information on unpaid leave of absence.

5. Notification and Enrollment
   a. Employees, Retirees, and COBRA participants must notify the Human Resources Department within 31 days of a family event to qualify to make coverage and plan type changes as a result of such event.
   b. An annual late enrollment for health and dental insurance will be offered each July 1, subject to late enrollment rules.
   c. Retirees and COBRA participants must notify the Human Resources Department in writing to cancel coverage continuation before the end of the coverage continuation eligibility period. Coverage will be cancelled by the City for non-payment of premiums, in accordance with COBRA rules.
CITY OF CEDAR RAPIDS PERSONNEL POLICY MANUAL
SECTION 4 – GROUP INSURANCE
4.02 – LIFE INSURANCE – BASE (BASIC) AND SUPPLEMENTAL (OPTIONAL)

GENERAL POLICY
It is the policy of the City to make available term base (basic) and supplemental (optional) life insurance for all regular full-time and regular part-time non-bargaining employees.

SPECIFIC PROVISIONS
1. Coverage Description
   a. Base (Basic): The City will provide $10,000 term base (basic) life insurance to regular full-time and regular part-time employees with an established work week of twenty (20) hours or more.
   b. Supplemental (Optional): The City will make available supplemental (optional) life insurance to regular full-time and regular part-time employees with an established work week of twenty (20) hours or more.
      1. Non-bargaining unit employees may purchase insurance in $5,000 increments, to a maximum of two times yearly base compensation, rounded to the nearest $5,000, subject to a maximum of $100,000.
      2. Dependent Rider: Coverage in the amount of $2,500 for spouse and $1,000 for each dependent child is available for a flat premium if the minimum amount of optional life insurance is purchased.
   3. Increases in Insurance:
      a) If an employee is insured for a benefit that is not two times the employee’s yearly base compensation, and later decides to increase the amount of insurance, the employee must apply for increased coverage through underwriting rules prescribed by the provider.
      b) If an employee is insured for a benefit that is two times the employee’s yearly compensation and there is an increase in yearly base compensation, the employee will be eligible to increase the amount of insurance within thirty-one (31) days of the effective date of the pay change. If such election is not made within 31 days from the date of a change in base compensation, the employee must apply for increased coverage through underwriting rules prescribed by the provider.
      c. Accidental Death and Dismemberment: Both the base and supplemental life insurance policies have Accidental Death and Dismemberment coverage. Accidental death, as defined by the policy, provides an additional 100% life benefit (i.e. $10,000 policy pays $20,000). Dismemberment benefits are payable according to the schedule of benefits in the Certificate of Insurance.
   d. Covered Reduction:
      1. The amount of Base (Basic) and Supplemental (Optional) insurance reduces to 50% upon an employee's attainment of age 70. Premiums reduce accordingly.
      2. The amount of dependent insurance reduces to 50% upon the insured dependent's attainment of age 70. The flat premium amount does not reduce.
   e. Waiver of Premium Benefit: If an employee becomes totally disabled prior to age 60, the employee is eligible for a waiver of premium following nine continuous months
of disability. Waiver of premium benefits end in accordance with the conditions stipulated in the Certificate of Insurance.

f. Death Claims: Upon the death of the employee, payment of the benefit will be made to the beneficiary designated by the employee.

2. Eligibility
   a. An employee is eligible for insurance coverage effective the 1st of the second month following employment (i.e. hire date of 2/1 is eligible 4/1).
   b. Insurance terminates at the end of the month in which an employee leaves City employment. Conversion to an individual non-group policy is available, in accordance with the conditions stipulated in the Certificate of Insurance. Conversion is available if the employee has been insured under the policy for at least five years.

3. Premiums
   a. Base (Basic): The City will pay 100% of the premium amounts for the $10,000 base life insurance policy. Regular part-time employees are not required to pay a pro-rata share of the full-time employee employer contribution.
   b. Supplemental (Optional): Employees are responsible for 100% of supplemental life policy premiums.

4. Continuation of Coverage During Unpaid Leave of Absence
   a. See policy 5.11 for details. Medical Leave under Family and Medical Leave Act (FMLA): If an employee is on FMLA leave in accordance with Policy 5.14, the employer’s contribution to the base life insurance premium will be continued, whether the FMLA period is paid or unpaid. Supplemental life premiums that would normally be deducted from the employee’s check need to be reimbursed to the City to maintain supplemental life coverage.
   b. Medical Leave not under FMLA: In limited instances, an unpaid medical leave beyond the FMLA leave period, or a medical leave that does not qualify under FMLA, may be approved. In this instance, the employer’s contribution to the base life insurance premium will continue. Supplemental life premiums that would normally be deducted from the employee’s check need to be reimbursed to the City to maintain supplemental life coverage.
   c. Personal or Educational Leave: The employer’s contribution to the base life insurance premium will continue. Supplemental life premiums that would normally be deducted from the employee’s check need to be reimbursed to the City to maintain supplemental life coverage.
   d. Military Leave: In accordance with the Certificate of Insurance, both base and supplemental life insurance coverage will be suspended during military leave. Coverage will end on the 16th day after active military duty begins. Coverage will resume at the beginning of the month following return to work.
   e. Reference policy 5.06 for more information on military leave, and policy 5.11 for more information on unpaid leave of absence.

5. The City reserves the right to self-insure the coverage or to select a carrier of its choice to provide the coverage.
GENERAL POLICY

It is the policy of the City of Cedar Rapids to make available Long Term Disability Insurance for all regular non-bargaining employees and bargaining employees as applicable. The City reserves the right to self-insure the coverage, to select a carrier of its choice to provide the coverage, or to modify the plan at any time.

SPECIFIC PROVISIONS

1. Eligibility
   a. Coverage Begin Date: An employee is eligible for insurance coverage effective the 1st of the second month following employment (i.e. hire date of 2/1 is eligible 4/1).
   b. Termination Date: Insurance terminates at the end of the month in which an employee leaves City employment.
   c. Coverage Continuation–Conversion: Conversion to an individual non-group policy is available.

2. Coverage Description: The Long Term Disability Insurance policy includes the following key features:
   a. 90 consecutive calendar day elimination (waiting) period before benefits begin.
   b. Monthly benefit of 66-2/3% of base pay at the time disability begins.
   c. Employees may, at their discretion, use paid leave in lieu of Long Term Disability benefits following the elimination period. A covered employee cannot use both paid leave benefits and Long Term Disability benefits.
   d. Partial Disability benefits at 70% of base pay.
   e. Disability payments will be offset by other income (workers' compensation, social security, IPERS, third-party insurance, etc.).
   f. Coverage for rehabilitation programs.
   g. Benefits are payable for 2 years if an employee is not able to return to his/her own, or regular occupation, but is able to work in any other occupation.
   h. Benefits are payable until age 65 if an employee is not able to work in any occupation.

3. Premiums
   a. Premiums are paid as a percentage of covered employees' salaries, and are paid in full by the City.

4. Continuation of Coverage During Unpaid Leave of Absence
   a. See policy 5.11 for details. Employees on unpaid leave of absence must contact the Human Resources Department for the purpose of reviewing insurance continuation options and costs. Premiums that are the employee's responsibility during the leave must be paid by the first of the month for that month's coverage.
b. Family Medical Leave under FMLA: Employees must apply for an FMLA leave in accordance with Policy 5.14. Health and dental insurance will be continued at no cost to the employee during an authorized Family Medical Leave in accordance with FMLA provisions.

c. Medical Leave not under FMLA: In limited instances, unpaid medical leaves beyond the FMLA leave period may be approved. In this instance, the City will pay the employer premiums for health and dental insurance through the end of the month in which the FMLA leave expires. Upon return from unpaid leave, the City will resume normal contributions at the beginning of the month following return to work.

d. Other than Medical Leave: The City will pay the employer premiums for health and dental insurance through the end of the month in which the employee begins unpaid leave. Upon return from unpaid leave, the City will resume normal contributions at the beginning of the month following return to work. Reference Policy 5.11 for more information on unpaid leave of absence.
CITY OF CEDAR RAPIDS PERSONNEL POLICY MANUAL
SECTION 4 – GROUP INSURANCE
4.04 – HIPAA PRIVACY AND SECURITY PRACTICES

GENERAL POLICY
The City has established procedures to ensure that protected health information is securely and confidently maintained and accessed only by authorized individuals. The City has also established procedures to ensure that employees have access to their protected health information as described in the HIPAA privacy rule.

SPECIFIC PROVISIONS
1. Definitions:
   a. Covered Entity: A covered entity under HIPAA is defined as a group health plan, or a healthcare provider. The City sponsors a group health plan that meets this definition. The “health plan” includes medical insurance, dental insurance, Section 125 flexible spending accounts, and employee assistance program. A covered entity does not include the City’s workers’ compensation program, or other employment-related programs and activities of the City. These programs are governed by separate laws and regulations.
   b. Protected Health Information: This includes individually identifiable health information in all forms, including written, oral and electronic records and exchanges, if the uses and disclosures are made by a covered entity (see definition above). Individually identifiable health information that relates to the City’s workers’ compensation program, and other employment-related programs and activities of the City is not considered protected health information (PHI), and is not subject to HIPAA privacy rules. However, under separate laws and regulations, employees have a right to privacy of this information and employees having access to such information must ensure its confidentiality.
   c. Business Associate: A business associate is a third party that creates or receives protected health information on behalf of a covered entity. Examples of business associates include third party administrators for the City’s medical plan, dental plan, Section 125 flexible spending accounts, and employee assistance program. Business Associates must comply with all HIPAA requirements.
   d. Authorized Representative: City staff responsible for the administration of its health plan (medical, dental, FSA’s, EAP) will be considered authorized representatives for the purpose of such plan administration.

2. Permitted and required uses and disclosures of protected health information: Authorized representatives who are responsible for accessing and communicating protected health information will use the information for various plan administration activities, such as enrollment and dis-enrollment, claims inquiries if PHI is shared or authorized by the employee or personal representative, etc. The amount of information shared will be the minimum necessary to accomplish the intended use.
3. Inappropriate disclosures subject to disciplinary action: In the absence of an employee authorization to do so, no employee is allowed to disclose protected health information for purposes other than allowed for the treatment, payment and healthcare operations of its health plan.

4. Authorization and Consent: HIPAA regulations provide that an authorization or consent of the affected employee be obtained if protected health information is to be shared outside the health plan as discussed above, or as otherwise permitted by law.

5. Individual Rights Under HIPAA: The addendum “Notice of Privacy Practices” details employee rights to inspect, obtain copies, request changes/corrections, obtain documentation of disclosures made by the plans for other than treatment, payment, or operations, and the right to file a complaint. Employees may make requests for information through the health plan’s business associates (i.e. customer service for medical plan) or through the Human Resources Department. The nature of the request will determine the procedure to be followed. Most requests do not involve a fee. However, a request for a “designated record set” would include all medical records held by the Plan and would be subject to a cost-based fee.

6. Security of Protected Health Information: The City will establish and maintain appropriate security measures to protect the privacy of protected health information, whether it be in electronic or paper form. This will include the transmission of electronic information within the covered plan.

7. Complaints: If an employee believes that his/her individual protected health information has been inappropriately disclosed, the employee is encouraged to first contact the City’s privacy officer to discuss the concern. If the concern cannot be resolved, the employee is then encouraged to file a complaint under policy 2.10 – Complaint Procedure.

8. Notice of Privacy Practices: The City of Cedar Rapids Notice of Privacy Practices is included as an addendum to this policy.
CITY OF CEDAR RAPIDS
NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR MEDICAL INFORMATION IS IMPORTANT TO US.

Our Legal Duty

We are required by applicable federal and state laws to maintain the privacy of your medical information. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your medical information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect 04/14/03, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided that applicable law permits such changes. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all medical information that we maintain, including medical information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to our health plan subscribers at the time of the change.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

Organizations Covered by this Notice

This notice applies to the privacy practices of the group health plans and health insurers or HMOs listed below. These organizations participate in an organized health care arrangement. As such, these organizations may share your medical information and the medical information of others they serve with each other as needed for the payment activities and health care operations relating to our organized health care arrangement.

City of Cedar Rapids Health Plan:
Medical Insurance Plan
Dental Insurance Plan
IRS Section 125 Flexible Spending Accounts
Employee Assistance Program

Our Uses and Disclosures of Your Medical Information

We use and disclose medical information about you as follows:

Treatment: We may disclose your medical information to a doctor or a hospital which asks us for it to assist in your treatment.

Payment: We may use and disclose your medical information to pay claims from doctors, hospitals and other providers for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity, to obtain premiums, to issue explanations of benefits to the person who subscribes to the health plan in which you participate, and the like.

Health Care Operations: We may use and disclose your medical information to rate our risk and determine our premiums for your health plan, to conduct quality assessment and improvement activities, to credential providers, to engage in care coordination or case management, to manage our business, and the like.

You and Your Authorization: We must disclose your medical information to you, as described below in the Individual Rights section of this notice. You may give us written authorization to use your medical information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or
Your Family and Friends: We may disclose to a family member, a friend, or other persons you indicate are involved in your care or payment for your care, your medical information that is directly relevant to their involvement. We may use or disclose your name, location and general condition or death to notify, or help with notification, of a family member, your personal representative, or other persons involved in your care about your situation. If you are present, we will give you the opportunity to object before we disclose your medical information to these persons. If you are incapacitated or in an emergency, we may disclose your medical information to these persons if we determine that the disclosure is in your best interest.

Your Employer or Organization Sponsoring Your Group Health Plan: We may disclose your medical information and the medical information of others enrolled in your group health plan to the employer or other organization that sponsors your group health plan to permit the plan sponsor to perform plan administration functions. Please see your group health plan document for a full explanation of the limited uses and disclosures that the plan sponsor may make of your medical information in providing plan administration. We may also disclose summary information about the enrollees in your group health plan to the plan sponsor to use to obtain premium bids for the health insurance coverage offered through your group health plan or to decide whether to modify, amend or terminate your group health plan. The summary information we may disclose summarizes claims history, claims expenses, or types of claims experienced by the enrollees in your group health plan. The summary information will be stripped of demographic information about the enrollees in the group health plan, but the plan sponsor may still be able to identify you or other enrollees in your group health plan from the summary information.

Underwriting: We may receive your medical information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits. We will not use or further disclose this medical information for any other purpose, except as required by law, unless the contract of health insurance or health benefits is placed with us. In that case, our use and disclosure of your medical information will only be as described in this notice.

Disaster Relief: We may use or disclose your name, location and general condition or death to a public or private organization authorized by law or by its charter to assist in disaster relief efforts.

Death; Organ Donation: We may disclose the medical information of a deceased person to a coroner, medical examiner, funeral director, or organ procurement organization for certain purposes.

Research: We may use or disclose your medical information for research purposes, in accordance with certain safeguards.

Public Health and Safety: We may disclose your medical information to the extent necessary to avert a serious and imminent threat to your health or safety or the health or safety of others. We may disclose your medical information to a government agency authorized to oversee the health care system or government programs or its contractors, and to public health authorities for public health purposes. We may disclose your medical information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.

Required by Law: We may use or disclose your medical information when we are required to do so by law. For example, we must disclose your medical information to the U.S. Department of Health and Human Services upon request for purposes of determining whether we are in compliance with federal privacy laws. We may disclose your medical information when authorized by workers’ compensation or similar laws.

Process and Proceedings: We may disclose your medical information in response to a court or administrative order, subpoena, discovery request, or other lawful process, in accordance with specified procedural safeguards.

Law Enforcement: Under circumstances, such as a court order, warrant, or grand jury subpoena, we may disclose your medical information to law enforcement officials. We may disclose limited medical information to a law enforcement official concerning a suspect, fugitive, material witness, crime victim or missing person. We may disclose the medical information of an inmate or other person in lawful custody to a law enforcement official or correctional institution. We may disclose medical information where necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.
Military and National Security: We may disclose to military authorities the medical information of armed forces personnel under certain circumstances. We may disclose to authorized federal officials medical information required for lawful intelligence, counterintelligence, and other national security activities.

Your Rights

Access: You have the right to look at or get copies of your medical information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practically do so. You must make a request in writing to obtain access to your medical information. You may obtain a form to request access by using the contact information listed at the end of this notice. You may also request access by sending us a letter to the address at the end of this notice. If you request copies, we will charge you a cost-based fee for staff time to locate and copy your medical information, plus postage if you want the copies mailed to you. If you request an alternative format, we will charge a cost-based fee for providing your medical information in that format. If you prefer, we will prepare a summary or an explanation of your medical information for a fee. Contact us using the information listed at the end of this notice for a full explanation of our fee structure.

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your medical information for purposes other than for treatment, payment, health care operations, and limited other activities. You are entitled to such an accounting for the 6 years prior to your request, though not earlier than April 14, 2003. We will provide you with the date on which we made a disclosure, the name of the person or entity to whom we disclosed your medical information, a description of the medical information we disclosed, the reason for the disclosure, and certain other information. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. Contact us using the information listed at the end of this notice for a full explanation of our fee structure.

Restriction Requests: You have the right to request that we place additional restrictions on our use or disclosure of your medical information for treatment, payment, health care operations or to persons you identify. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency).

Any agreement we may make to a request for additional restrictions must be in writing signed by a person authorized to make such an agreement on our behalf. We will not be bound unless our agreement is so memorialized in writing.

Confidential Communication: You have the right to request that we communicate with you in confidence about your medical information by alternative means or to an alternative location. You must make your request in writing, and you must state that the information could endanger you if it is not communicated in confidence as you request. We must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premiums and pay claims under your health plan, including issuance of explanations of benefits to the subscriber of the health plan in which you participate. An explanation of benefits issued to the subscriber for health care that you received for which you did not request confidential communications or about the subscriber or others covered by the health plan in which you participate may contain sufficient information to reveal that you obtained healthcare for which we paid, even though you requested that we communicate with you about that health care in confidence.

Amendment: You have the right to request that we amend your medical information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

Electronic Notice: If you receive this notice on our web site or by electronic mail (e-mail), you are entitled to receive this notice in written form. Please contact us using the information listed at the end of this notice to obtain this notice in written form.
Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information listed at the end of this notice.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your medical information or in response to a request you made to amend or restrict the use or disclosure of your medical information or to have us communicate with you in confidence by alternative means or at an alternative location, you may complain to us using the contact information listed at the end of this notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your medical information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Office: City of Cedar Rapids Human Resources – Privacy Officer (Gretchen Barske, Benefits Program Manager)
Telephone: 319-286-5078
Fax: (888) 611-7101
E-mail: g.barske@cedar-rapids.org
Address: 101 1st St SE, Cedar Rapids, IA 52401