



# Health Coverage Notices

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## For Your Files

*This brochure contains legal notices for participants in group health plans sponsored by Augustana College. The notices included in this brochure are:*

- **Notice of Privacy Practices** that explains how the Augustana group health plan protects your personal medical information.
- **COBRA Rights Notice** that explains when you and your family may be able to temporarily continue coverage under the Employee Health Care Plan if coverage would otherwise end for you.
- **Notice Regarding Wellness Program** informs employees what information will be collected, how it will be used, who will receive it, and what will be done to keep it confidential.
- **Newborn & Mothers Health Protection Notice** that describes federal laws that govern benefits for hospital stays for mothers following the birth of child.
- **Women's Health and Cancer Rights Act** that summarizes the benefits available under your medical plan if you have had or are going to have a mastectomy.
- **Notice of Special Enrollment Rights** that explains when you can enroll in the plan due to special circumstances.
- **60-Day Special Enrollment Period** that describes a special 60-day timeframe to elect or discontinue coverage.
- **Marketplace Notice** that explains the option to purchase health insurance from the Health Insurance Marketplace.
- **Augustana College Drug and Alcohol Abuse Prevention Program**





# Notice of Privacy Practices

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## Employee Health Care Plan 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.*

### **Our Company's Pledge to You**

This notice is intended to inform you of the privacy practices followed by the **Employee Health Care Plan** and the Plan's legal obligations regarding your protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The notice also explains the privacy rights you and your family members have as participants of the Plan. It is effective on **September 1, 2017**.

The Plan often needs access to your protected health information in order to provide payment for health services and perform plan administrative functions. We want to assure the participants covered under the Plan that we comply with federal privacy laws and respect your right to privacy. **Augustana** requires all members of our workforce and third parties that are provided access to protected health information to comply with the privacy practices outlined below.

### **Protected Health Information**

Your protected health information is protected by the HIPAA Privacy Rule. Generally, protected health information is information that identifies an individual created or received by a health care provider, health plan or an employer on behalf of a group health plan that relates to physical or mental health conditions, provision of health care, or payment for health care, whether past, present or future.

### **How We May Use Your Protected Health Information**

Under the HIPAA Privacy Rule, we may use or disclose your protected health information for certain purposes without your permission. This section describes the ways we can use and disclose your protected health information.

**Payment.** We use or disclose your protected health information without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a health care provider that provided treatment to you will provide us with your health information. We use that information in order to determine whether those services are eligible for payment under our group health plan.

**Health Care Operations.** We use and disclose your protected health information in order to perform plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand participant utilization and to make plan design changes that are intended to control health care costs.

However, we are prohibited from using or disclosing protected health information that is genetic information for our underwriting purposes.

**Treatment.** Although the law allows use and disclosure of your protected health information for purposes of treatment, as a health plan we generally do not need to disclose your information for treatment purposes. Your physician or health care provider is required to provide you with an explanation of how they use and share your





health information for purposes of treatment, payment, and health care operations. However, we are prohibited from using or disclosing protected health information that is genetic information for our underwriting purposes.

**As permitted or required by law.** We may also use or disclose your protected health information without your written authorization for other reasons as *permitted* by law. We are *permitted* by law to share information, subject to certain requirements, in order to communicate information on health-related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share protected health information during a corporate restructuring such as a merger, sale, or acquisition. We will also disclose health information about you when *required* by law, for example, in order to prevent serious harm to you or others.

**Pursuant to your Authorization.** When required by law, we will ask for your written authorization before using or disclosing your protected health information. Uses and disclosures not described in this notice will only be made with your written authorization. Subject to some limited exceptions, your written authorization is required for the sale of protected health information and for the use or disclosure of protected health information for marketing purposes. If you choose to sign an authorization to disclose information, you can later revoke that authorization to prevent any future uses or disclosures.

**To Business Associates.** We may enter into contracts with entities known as Business Associates that provide services to or perform functions on behalf of the Plan. We may disclose protected health information to Business Associates once they have agreed in writing to safeguard the protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims. Business Associates are also required by law to protect protected health information.

**To the Plan Sponsor.** We may disclose protected health information to certain employees of **Augustana** for the purpose of administering the Plan. These employees will use or disclose the protected health information only as necessary to perform plan administration functions or as otherwise required by HIPAA, unless you have authorized additional disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

## Your Rights

**Right to Inspect and Copy.** In most cases, you have the right to inspect and copy the protected health information we maintain about you. If you request copies, we will charge you a reasonable fee to cover the costs of copying, mailing, or other expenses associated with your request. Your request to inspect or review your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to inspect and copy your health information. To the extent your information is held in an electronic health record, you may be able to receive the information in an electronic format.

**Right to Amend.** If you believe that information within your records is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information. Your request to amend your health information must be submitted in writing to the person listed below. In some circumstances, we may deny your request to amend your health information. If we deny your request, you may file a statement of disagreement with us for inclusion in any future disclosures of the disputed information.

**Right to an Accounting of Disclosures.** You have the right to receive an accounting of certain disclosures of your protected health information. The accounting will not include disclosures that were made (1) for purposes of treatment, payment or health care operations; (2) to you; (3) pursuant to your authorization; (4) to your friends or family in your presence or because of an emergency; (5) for national security purposes; or (6) incidental to otherwise permissible disclosures.



Your request to for an accounting must be submitted in writing to the person listed below. You may request an accounting of disclosures made within the last six years. You may request one accounting free of charge within a 12-month period.

**Right to Request Restrictions.** You have the right to request that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. You also have the right to request that we limit the protected health information that we disclose to someone involved in your care or the payment for your care, such as a family member or friend. Your request for restrictions must be submitted in writing to the person listed below. We will consider your request, but in most cases are not legally obligated to agree to those restrictions.

**Right to Request Confidential Communications.** You have the right to receive confidential communications containing your health information. Your request for restrictions must be submitted in writing to the person listed below. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

**Right to be Notified of a Breach.** You have the right to be notified in the event that we (or one of our Business Associates) discover a breach of your unsecured protected health information. Notice of any such breach will be made in accordance with federal requirements.

**Right to Receive a Paper Copy of this Notice.** If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

### **Our Legal Responsibilities**

We are required by law to maintain the privacy of your protected health information, provide you with this notice about our legal duties and privacy practices with respect to protected health information and notify affected individuals following a breach of unsecured protected health information.

We may change our policies at any time and reserve the right to make the change effective for all protective health information that we maintain. In the event that we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our notice at any time. For more information about our privacy practices, contact the person listed below.

If you have any questions or complaints, please contact:

**Lisa V. Sears**  
**Augustana College**  
**639 38<sup>th</sup> Street**  
**Rock Island, IL 61201**  
**309-794-7740 & lisasears@augustana.edu**

### **Complaints**

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services — Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit [www.hhs.gov/ocr](http://www.hhs.gov/ocr) for further information. You will not be penalized or retaliated against for filing a complaint with the Office of Civil Rights or with us.

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# COBRA Rights Notice

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You're getting this notice because you recently gained coverage under a group health plan (Employee Health Care Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**You may have other options available to you when you lose group health coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

## What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);



- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a “dependent child.”

## When Is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days the qualifying event occurs. You must provide this notice to: Human Resources.**

## How Is COBRA Continuation Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

### Disability Extension of 18-Month Period of Continuation Coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

### Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

## Are There Other Coverage Options Besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse’s plan) through what is called a “special enrollment period.” Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).





## If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

## Keep Your Plan Informed of Address Changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## Plan Contact Information

*Lisa V. Sears*  
*Augustana College*  
*639 38<sup>th</sup> Street*  
*Rock Island, IL 61201*  
*309-794-7740 & [lisasears@augustana.edu](mailto:lisasears@augustana.edu)*



## Notice Regarding Wellness Program

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Bebetter Health is a voluntary wellness program available to all employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health risk assessment or "HRA" (annually), that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You will also be asked to complete a biometric screening (bi-annually), which will include a blood test for cholesterol, high-density lipoprotein (HDL), low-density lipoprotein (LDL), and triglycerides. You are not required to complete the HRA or to participate in the blood test or other medical examinations.

However, employees and covered spouses who choose to participate in the wellness program will receive a monthly premium reduction for meeting and or exceeding the minimum point threshold of 650 points. Spouses are responsible for earning their own 650 points independent of the employee. Although you are not required to complete the HRA or participate in the biometric screening, only employees who do so will receive additional wellness points.

Additional incentives including a Meal Voucher at The Gerber Center Dining Hall, and a \$30 Amazon gift card may be available for employees who reach 850 points or 1000 points. If you are unable to participate in any of the health-related activities to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting Brandon Tidwell at 309-794-7141.

The information from your HRA and the results from your biometric screening will be used to provide you with information to help you understand your current health and potential risks. You also are encouraged to share your results or concerns with your own doctor.

### Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and Augustana College may use aggregate information it collects to design a program based on identified health risks in the workplace, Bebetter Health will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is a Bebetter Health Coach in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as







part of the wellness program will be used in making any employment decisions. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Lisa Sears at 309-794-7740.



## Other Notices

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### 60-Day Special Enrollment Period

In addition to the qualifying events listed in the enrollment guide and this document, you and your dependents will have a special 60-day period to elect or discontinue coverage if:

- You or your dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP

### Notice of Special Enrollment Rights

If you decline enrollment in medical coverage for yourself or your dependents (including your spouse) because of other health insurance coverage, you may be able to enroll yourself or your dependents in Augustana College's medical coverage if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment no more than 31 days after your or your dependent's other coverage ends (or after the employer stops contributing to the other coverage). In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you can enroll yourself and your dependents in Augustana's medical coverage as long as you request enrollment by contacting the benefits manager no more than 31 days after the marriage, birth, adoption or placement for adoption. For more information, contact Human Resources.

### Newborn & Mothers Health Protection Notice

For maternity hospital stays, in accordance with federal law, the Plan does not restrict benefits, for any hospital length of stay in connection with childbirth for the mother or newborn child, to less than 48 hours following a vaginal delivery or less than 96 hours following a Cesarean delivery.

However, federal law generally does not prevent the mother's or newborn's attending care provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). The plan cannot require a provider to prescribe a length of stay any shorter than 48 hours (or 96 hours following a Cesarean delivery).

### Women's Health and Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultations with the attending physician and the patient, for:

- All states of reconstruction of the breast on which the mastectomy was performed
- Surgery and reconstruction of the other breast to produce a symmetrical appearance
- Prostheses
- Treatment of physical complications of the mastectomy, including lymphedema

These benefits will be provided subject to the same deductibles, copays and coinsurance applicable to other medical and surgical benefits provided under your medical plan. For more information on WHCRA benefits, contact the ABC HR Service Center or your medical plan administrator.



# New Health Insurance Marketplace Coverage Options and Your Health Coverage

## PART A: General Information

Form Approved  
OMB No. 1210-0149  
(expires 1-31-2017)

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after- tax basis.

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<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.



### How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact **Lisa Sears in Human Resources**.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](https://www.healthcare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.





## Drug & Alcohol Policy (Federal Drug Free Workplace Act)

Augustana College places a high value on students and employees and is committed to maintaining a safe and healthy learning environment and a workplace free from chemical substance abuse. Similarly, Augustana College is committed to compliance with the Drug-Free Workplace Act (1988) and the Drug-Free Schools and Communities Act of 1986 and Amendments of 1989.

Augustana College prohibits all employees (for this policy only, “employee” or “employees” includes student workers) from reporting to work or performing work for the college while impaired or under the influence of illegal drugs or alcohol.

The illegal use, possession, dispensation, distribution, manufacture or sale of alcohol or other drugs by an employee in the workplace, or while the employee is on duty or official college business, is prohibited. This standard of conduct applies to all college-sponsored on-campus and off-campus activities. Any employee found to have violated this policy will be subject to discipline up to and including termination or dismissal. As appropriate, the college may refer individuals for treatment in lieu of or in addition to disciplinary action.

Federal law contains further prohibitions against the manufacture, possession with the intent to distribute or distribution of controlled substances, including narcotic drugs, marijuana, depressant or stimulant substances. As appropriate, the college may refer individual cases to the appropriate authorities for legal action.

Any employee who is convicted of violating any criminal drug statute in the workplace or in the course of their duties for the college, or in any capacity while on the Augustana College campus, must report that conviction to the Director of Human Resources no later than five days after the conviction. For purposes of this policy, “conviction” means a finding of guilt or imposition of a sentence, or both, by any federal or state judicial body. Failure to report such a conviction may result in immediate dismissal. Employees who drive an Augustana vehicle or personal vehicle for college business are required to report any change in licensure status.

While the possession, use or distribution of alcoholic beverages on the premises or while at work is generally prohibited, the following situations are exempt from this policy:

- Alcoholic beverages served and consumed by employees at special meetings or events that are catered by the Augustana Dining Services or at which the Dean of Students Office has approved the serving of such beverages
- The private apartments of residence hall directors
- Other special events under the direction of a member of the Cabinet

The appendix of this handbook provides additional information on the Drug Free Workplace Act as well as a schedule of controlled substances and local resources for employees who are looking for diagnosis or treatment for alcohol or drug dependency.



## Alcohol & Illegal Drug Abuse

The following policy was adopted in conformance with the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989. The object of the policy is to provide a drug-free workplace and campus and to assist employees and students with problems related to alcohol and illegal drug abuse.

It is the policy of Augustana College that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited anywhere on its premises or property or as a part of any college-related activity. Any employee or student of the college found to have violated the above rule shall be subject to disciplinary action in accordance with published procedures up to and including dismissal. Where appropriate, the college reserves the right to refer individuals for treatment in lieu of disciplinary action.

Members of the college community are reminded that illegal manufacture, distribution, dispensing, possession or use of controlled substances also may subject individuals to criminal prosecution and penalties that may include fines and/or incarceration. If the situation merits, the college will refer individual cases for appropriate legal action.

As a condition of employment or enrollment, all employees and students of Augustana College shall abide by the terms of this policy and will notify their supervisors and the Business Office (in the case of employees) or the Office of Student Life (in the case of students) of any criminal drug statute conviction for a violation occurring on the college premises or property, or as a part of any college-related activities. Notification must be made no later than five days after such conviction. For purposes of this policy, "conviction" means a finding of guilt or imposition of sentence, or both, by any federal or state judicial body. Failure to report such a conviction may result in immediate dismissal.

The term "controlled substance" as used in this policy means those substances included in Schedules I through V of Section 202 of the Controlled Substances Act. The term does not include the use of a controlled substance in conformation with a valid prescription or other uses authorized by law.

It also is the policy of Augustana College that the possession, use or distribution of alcoholic beverages on its premises or property or as a part of any college-related activities is prohibited. This includes alcoholic beverages found in lockers or residence hall rooms. An exception to this policy is that alcoholic beverages may be served and consumed by employees at special meetings or events which are catered by Augustana Dining Services or at which the Office of Student Life has approved the serving of such beverages. Also excluded are the private apartments of residence hall directors. An employee or student who violates this policy will be subject to discipline, up to and including dismissal. Employees who report to work under the influence of alcohol will not be permitted to work that day and may be subject to further discipline.

Augustana College provides regular programming and materials aimed at alerting its students, faculty and staff to problems relating to alcohol and drug abuse. Included in this section is a chart summarizing the effects and health risks associated with the use of illicit drugs and alcohol. However, the primary resources utilized for the prevention and treatment of alcohol and drug abuse are professionals, agencies and clinics located within the Quad-City area.

The college takes the position that, except in matters of disciplinary referral, the decision to seek diagnosis and accept treatment for alcohol and drug problems is the responsibility of the employee and student. The decision to seek treatment will not be detrimental to job security or student status. Because supervisors, managers, department directors or chairs and most faculty are not professionally qualified to identify substance abuse, referrals by them are based on unsatisfactory job or school performance. At the point at which the college is involved, the right to confidentiality will be respected in both informal and formal procedures, insofar as possible.





## Frequently utilized local Resources for Evaluation Are:

### **Al-Anon Information Service**

2033 E. 32nd Street  
Davenport, IA 52807-2050  
Phone: (563) 323-1521

### **Alcoholics Anonymous Illowa Intergroup**

1706 Brady St., Suite 201  
Davenport, Iowa, 52803  
Phone: (309) 764-1016

### **Center for Alcohol and Drugs Services (CADS)**

1523 South Fairmount Street  
Davenport, Iowa 52801  
Phone: (563) 322-2667

### **Center for Alcohol and Drugs and Services (CADS)**

4230 11th Street, NW  
Rock Island, Illinois 61201  
Phone: (309) 788-4571

### **Genesis Addiction Recovery Center**

1401 West Central Park  
Davenport, Iowa 52803  
Phone: (563) 421-2900

### **R.I. County Council on Addictions**

1607 John Deere Road  
East Moline, Illinois 61244  
Phone: (309) 792-0292

### **Riverside Retreat**

Trinity Medical Center - West  
2701 17th Street  
Rock Island, Illinois 61201  
Phone: (309) 779-3000



## National Toll-Free Numbers concerned with Alcohol and Drug Abuse are listed below:

Alcohol and Drug Referral Hot Line, 1-800-252-6465

Al-Anon, 1-800-344-2666

Narcotics Anonymous World Services, 1-818-773-9999

National Drug & Alcohol Treatment Referral Service, 1-800-662-4357

There is a biennial review of the drug prevention program to determine its effectiveness, to implement changes in the program if they are needed and to ensure that its disciplinary sanctions are being consistently enforced. They will be conducted by the Health and Safety Committee with recommendations forwarded to the Business Office and to the Office of Student Life.

The following is provided to give a brief guide to the effects of alcohol and a variety of commonly abused drugs and to the criminal penalties that may accompany the conviction for the illegal manufacture, distribution, dispensing, possession or use of controlled substances.

### Alcohol

Alcohol consumption causes a number of marked changes in behavior. Even in low doses, alcohol can significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol can increase the incidence of a variety of aggressive acts, including spousal and child abuse. Moderate to high doses of alcohol can cause marked impairments in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses can cause respiratory depression and death. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described.

Repeated use of alcohol can lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations and convulsions. Alcohol withdrawal can be life-threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, also can lead to permanent damage to vital organs such as the brain and the liver.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation. In addition, research indicates that children of alcoholic parents are at greater risk of becoming alcoholics than other children.





## Drug Enforcement Administration – Drugs of Abuse: DEA 2005

DRUG/SCHEDULE	QUANTITY	PENALTIES	QUANTITY	PENALTIES
Cocaine (Schedule II)	500 - 4999 gms mixture	<p><b>First Offense:</b> Not less than 5 yrs, and not more than 40 yrs. If death or serious injury, not less than 20 or more than life. Fine of not more than \$2 million if an individual, \$5 million if not an individual.</p> <p><b>Second Offense:</b> Not less than 10 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$4 million if an individual, \$10 million if not an individual.</p> <p><b>3rd Offense or More:</b> Life imprisonment.</p>	5 gms or more mixture	<p><b>First Offense:</b> Not less than 10 yrs, and not more than life.</p> <p>If death or serious injury, not less than 20 or more than life. Fine of not more than \$4 million if an individual, \$10 million if not an individual.</p> <p><b>Second Offense:</b> Not less than 20 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$8 million if an individual, \$20 million if not an individual.</p>
Cocaine Base (Schedule II)	5-49 gms mixture		50 gms or more mixture	
Fentanyl (Schedule II)	40 - 399 gms mixture		400 gms or more mixture	
Fentanyl Analogue (Schedule I)	10 - 99 gms mixture		100 gms or more mixture	
Heroin (Schedule I)	100 - 999 gms mixture		1 kg or more mixture	
LSD (Schedule I)	1 - 9 gms mixture		10 gms or more mixture	
Methamphetamine (Schedule II)	5 - 49 gms pure or 50 - 499 gms mixture		50 gms or more pure or 500 gms or more mixture	
PCP (Schedule II)	10 - 99 gms pure or 100 - 999 gms mixture		100 gms or more pure or 1 kg or more mixture	



## PENALTIES

Other Schedule I & II drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	<p><b>First Offense:</b> Not more than 20 yrs. If death or serious injury, not less than 20 yrs, or more than Life. Fine \$1 million if an individual, \$5 million if not an individual.</p> <p><b>Second Offense:</b> Not more than 30 yrs. If death or serious injury, not less than life. Fine \$2 million if an individual, \$10 million if not an individual</p>
Flunitrazepam (Schedule IV)	1 gm or more	
Other Schedule III drugs	Any amount	<p><b>First Offense:</b> Not more than 5 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.</p> <p><b>Second Offense:</b> Not more 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual</p>
Flunitrazepam (Schedule IV)	30 to 999 mgs	
All other Schedule IV drugs	Any amount	<p><b>First Offense:</b> Not more than 3 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.</p> <p><b>Second Offense:</b> Not more than 6 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual.</p>
Flunitrazepam (Schedule IV)	Less than 30 mgs	
All Schedule V drugs	Any amount	<p><b>First Offense:</b> Not more than 1 yr. Fine not more than \$100,000 if an individual, \$250,000 if not an individual.</p> <p><b>Second Offense:</b> Not more than 2 yrs. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.</p>





### Federal Trafficking Penalties - Marijuana

DRUG	QUANTITY	1 <sup>st</sup> OFFENSE	2 <sup>nd</sup> OFFENSE
Marijuana	1,000 kg or more mixture; or 1,000 or more plants	<ul style="list-style-type: none"> <li>• Not less than 10 years, not more than life</li> <li>• If death or serious injury, not less than 20 years, not more than life</li> <li>• Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>• Not less than 20 years, not more than life</li> <li>• If death or serious injury, mandatory life</li> <li>• Fine not more than \$8 million if an individual, \$20 million if other than an individual</li> </ul>
Marijuana	100 kg to 999 kg mixture; or 100 to 999 plants	<ul style="list-style-type: none"> <li>• Not less than 5 years, not more than 40 years</li> <li>• If death or serious injury, not less than 20 years, not more than life</li> <li>• Fine not more than \$2 million if an individual, \$5 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>• Not less than 10 years, not more than life</li> <li>• If death or serious injury, mandatory life</li> <li>• Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>
Marijuana	<p>more than 10 kgs hashish; 50 to 99 kg mixture</p> <p>more than 1 kg of hashish oil; 50 to 99 plants</p>	<ul style="list-style-type: none"> <li>• Not more than 20 years</li> <li>• If death or serious injury, not less than 20 years, not more than life</li> <li>• Fine \$1 million if an individual, \$5 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>• Not more than 30 years</li> <li>• If death or serious injury, mandatory life</li> <li>• Fine \$2 million if an individual, \$10 million if other than individual</li> </ul>
Marijuana	1 to 49 plants; less than 50 kg mixture	<ul style="list-style-type: none"> <li>• Not more than 5 years</li> <li>• Fine not more than \$250,000, \$1 million other than individual</li> </ul>	<ul style="list-style-type: none"> <li>• Not more than 10 years</li> <li>• Fine \$500,000 if an individual, \$2 million if other than individual</li> </ul>
Hashish	10 kg or less		



Hashish Oil	1 kg or less		
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Some of these penalties are described in pages taken from the U.S. Department of Justice Drug Enforcement Administration Publication, "DRUGS OF ABUSE" - pub dt 2005.