Southern Nevada Health District

TO: **SOUTHERN NEVADA DISTRICT BOARD OF HEALTH** **DATE: January 24, 2020**

RE: *Approval of Amendment to Interlocal Agreement among Clark County; The Clark County Water Reclamation District; University Medical Center of Southern Nevada; the Las Vegas Convention and Visitors Authority; the Las Vegas Valley Water District; Clark County Regional Flood Control District; the Regional Transportation Commission of Southern Nevada; the Southern Nevada Health District; Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department for the Self-funded Group Medical and Dental Benefits Plan effective July 1, 2019.*

PETITION #26-20

That the Southern Nevada District Board of Health *approve the Amendment to Interlocal Agreement between Clark County; Clark County Water Reclamation District; University Medical Center of Southern Nevada; the Las Vegas Convention and Visitors Authority; the Las Vegas Valley Water District; Clark County Regional Flood Control District; the Regional Transportation Commission of Southern Nevada; the Southern Nevada Health District; the Henderson District Public Libraries, Mount Charleston Fire Protection District and the Las Vegas Metropolitan Police Department effective July 1, 2019.*

PETITIONERS:

Amy Hagan, *Human Resources Director* AH
Fermin Leguen, MD, MPH *Acting Chief Health Officer* FL

DISCUSSION:

The purpose of this agreement is to approve the addition of the Deputy Sheriff's participation in this Agreement effective July 1, 2019.

FUNDING:

No funding required

ATTACHMENTS:

Amendment to Interlocal Agreement

MEMORANDUM

Lynn Marie Goya
County Clerk

CLARK COUNTY CLERK

Jim Pierce
Assistant County Clerk

TO: MARCIE WHELAN, ADMINISTRATIVE SERVICES

FROM: BETH KOCH, ASSISTANT CLERK, COMMISSION DIVISION

SUBJECT: AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG CLARK COUNTY, THE CLARK COUNTY WATER RECLAMATION DISTRICT, THE UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY, THE LAS VEGAS VALLEY WATER DISTRICT, THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, THE SOUTHERN NEVADA HEALTH DISTRICT, HENDERSON DISTRICT PUBLIC LIBRARIES, MOUNT CHARLESTON FIRE PROTECTION DISTRICT AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT FOR THE SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLAN-BCC 12/3/19, ITEM NO. 35

DATE: DECEMBER 12, 2019

PLEASE OBTAIN THE NECESSARY SIGNATURE(S) AND RETURN A FULLY EXECUTED DOCUMENT TO OUR OFFICE.

THANK YOU, Beth Koch

AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, CLARK COUNTY, NEVADA; CLARK COUNTY WATER RECLAMATION DISTRICT; UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA; THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY; THE LAS VEGAS VALLEY WATER DISTRICT; CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT; THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA; THE SOUTHERN NEVADA HEALTH DISTRICT; THE HENDERSON DISTRICT PUBLIC LIBRARIES; THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT; AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT have jointly established a health, accident and life benefit program for their officers, employees, retirees and their dependents pursuant to an Interlocal agreement, as amended, hereinafter referred to as the Agreement, and

WHEREAS, pursuant to the Agreement, the parties hereto subsequently adopted a self-funded group medical and dental plan, hereinafter referred to as the Benefit Plan; and

WHEREAS, the parties have also entered into agreements with certain Health Maintenance Organizations, hereinafter referred to as HMO contracts, in order to provide enrollees with an alternative to the Self-Funded Benefit Plan, and

WHEREAS, the rising cost of health care requires that, from time to time, the premiums paid by the parties be increased to maintain the Benefit Plan.

NOW, THEREFORE, it is agreed between the parties that the terms and conditions of the Agreement be amended to read as follows:

1. Each public agency will adopt and abide by a Benefit Plan document, which established the terms and conditions of a self-funded medical and dental benefit program for enrolled employees, retirees and eligible dependents. Each public agency shall also authorize the adoption of such other agreements or HMO contracts as may be necessary to implement and maintain the health, accident and life benefit program.
2. Clark County shall establish an internal service fund for the deposit of contributions and the payment of expenses for the operation of the benefit program.
3. On or before the 1st day of each month, beginning November 1, 1984, each public entity, which is a party to the Agreement, shall pay to Clark County its proportionate share of the monthly charges necessary to operate the Benefit Plan. In addition, each public entity shall budget, each year beginning July 1, 2001, an extra month (13th month) employer share in order to provide funds when, and if, the Executive Board determines, by majority vote of the members present, to remit additional funds, by the end of the fiscal year, in order to pay for unanticipated

expenditures. The share of each public entity shall be calculated based on the number of employees, retirees and dependents participating in the Benefit Plan. Effective January 1, 2014, the above referenced 13th month employer share premium payment will be replaced with a billing to each public entity for its portion of the underfunded retiree loss incurred the previous full calendar year. Each public entity's portion of the underfunded retiree loss will be based on each agency's proportionate share of the retirees enrolled in the Benefit Plan. The rates for the Benefit Plan shall be as set forth in the rate schedule attached hereto as Exhibit "A" and incorporated herein by this reference. The rates for continuation of coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, hereinafter referred to as "COBRA" P.L. 99-272, Title X, 10003, 100 Stat. 82, 232-237, shall be set forth in the rate schedule attached hereto as Exhibit "B" and incorporated herein by this reference.

4. A public agency, requesting participation in the Benefit Plan, shall pay an actuarially determined amount to fund their share of the Benefit Plan reserves and assets. The funding amount shall be paid on behalf of each participant who initially enrolls in the Benefit Plan.
5. The internal service fund, together with all interest or other accumulations, shall be used for the payment of expenses and charges necessary to provide the health, accident and life benefit program.
6. Clark County shall establish an Executive Board not to exceed seven members, which shall consist of representatives of management appointed from the governmental agencies participating in this agreement. The Executive Board shall meet periodically to review the financial performance of the program, evaluate and recommend contractors to the Board of County Commissioners, and negotiate plan changes with the Service Employees International Union subject to the approval of the governing bodies.
7. Clark County shall establish a seven-member committee, which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the plan. Effective January 1, 1991, the committee membership shall be increased to nine members. Effective December 1, 1994, the committee membership shall be increased to ten members through the addition of a labor representative. The committee shall meet periodically to resolve disputes and appeals from the claims administrator.
8. Each public agency may withdraw from this Agreement and participation in the benefit program by giving notice thereof sixty days prior to the anniversary date of the benefit program. Upon the public agency's withdrawal from the Benefit Plan the public agency may be eligible for a distribution of reserves and/or net assets to the extent that:
    A. All claims and expenses attributable to the public agency have been paid;

B. As required by NRS 354.6215, and as a result of the public agency's withdrawal from the Benefit Plan, the Board of County Commissioners has determined that an amount of the reserve or balance is no longer required, either in whole or in part; and

C. The amount of such excess reserve or balance is a result of contributions or premiums paid directly attributable to the public agency.

9. The effective date of the Las Vegas Valley Water District's participation in this Agreement shall be January 1, 1991.

10. The Regional Transportation Commission of Southern Nevada and the Clark County Regional Flood Control District, effective January 1, 2002, shall be recognized as separate participating members in this Agreement.

11. The effective date of the Southern Nevada Health District's participation in this Agreement shall be August 1, 2009.

12. The effective date of the Mount Charleston Fire Protection District's participation in this Agreement shall be May 19, 2015.

13. The effective date of the Las Vegas Metropolitan Police Department's participation in this Agreement shall be January 1, 2016. Participation is limited to the employer's appointed staff and dependents, and effective July 1, 2019, Deputy Sheriffs.

14. Effective January 1, 2014, any participating public agency's contemplated change in the employer/employee premium contribution calculation is subject to prior approval by the Plan Administrator, and may not be made absent Plan Administrator approval.

15. Nothing in this Agreement shall be construed as limiting the ability of any party hereto to decline to participate in any individual health, life or accident program jointly adopted by the parties pursuant to this Agreement, nor does it preclude any party hereto from providing its employees with a health, life or accident program not jointly adopted under this Agreement. Any party choosing not to participate in such jointly adopted program shall notify, in writing, the Chief Financial Officer, or designee, not later than sixty days prior to the initial effective date of that program or, if already in place, sixty days prior to the anniversary date of that program.

16. This Interlocal Agreement embodies all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Interlocal Agreement. No prior agreements or understandings pertaining to such matters, whether written or oral, shall be effective for any purpose after the effective date of this Agreement. No provision of this Interlocal Agreement shall be modified or added to except by an agreement in writing signed by the parties hereto. For the purpose of interpretation, this Interlocal Agreement has been prepared by all the parties hereto.

RATES EFFECTIVE 01/01/20

CLARK COUNTY, NEVADA
AND AFFILIATES
RATES EXHIBIT A

LIFE INSURANCE	**RATES**
Employee	$0.042*
Retiree	$0.040*
*Per $1,000 of coverage	
Spouse	$1.54
Children	$1.54
Spouse/Children	$1.54

MEDICAL/DENTAL

ACTIVE EMPLOYEE RATES & EMPLOYEES WHO RETIRED BEFORE 12/31/02

Employee	$528.10
Spouse	$460.11
Children	$438.66
Spouse/Children	$852.69
Retiree Medicare	$354.88
Spouse Medicare	$445.38

RETIREE RATES FOR EMPLOYEES WHO RETIRED 01/01/03 & AFTER

	0-5 Years of Service	**6-9 Years of Service**	**10 or More Years of Service**
Retiree	$633.71	$580.91	$528.10
Spouse	$552.13	$506.12	$460.11
Children	$527.22	$482.54	$438.66
Spouse/Children	$1,023.23	$937.97	$852.69
Retiree Medicare	$425.84	$390.36	$354.88
Spouse Medicare	$534.46	$489.93	$445.38

Effective January 1, 2003, employees that retire from one of the participating public entities, and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plan.

MEDICAL/DENTAL

RATES FOR RETIREES WITH PART B MEDICARE ONLY

	0-5 Years of Service	6-9 Years of Service	10 or More Years of Service
Member Only	$579.63	$526.83	$474.03
Member & Spouse both Medicare Part B	$1,077.69	$978.89	$880.06
Member & Spouse one Medicare Part B	$1,131.76	$1,032.97	$934.14
Member & Child	$1,106.85	$1,009.38	$912.69
Member & Family both Medicare Part B	$1,548.78	$1,410.74	$1,272.65
Member & Family one Medicare Part B	$1,602.86	$1,464.81	$1,326.72

Effective January 1, 2003, employees that retire from one of the participating public entities, and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plan.
Effective January 1, 2008, premiums will be rounded down by one half of one cent for employees that are working less than 40 hours per week and are responsible for a prorate share of their health benefit cost.

RATES EFFECTIVE 01/01/20

CLARK COUNTY, NEVADA
AND AFFILIATES
MONTHLY COBRA RATES FOR CONTINUATION COVERAGE
UNDER THE SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLAN
EXHIBIT B

EMPLOYEE & NON-PERS RETIREES COBRA RATES

	RATES
Member Only	$543.06
Member & Spouse	$1,014.95
Member & Child	$993.24
Member & Family	$1,419.43

The above rates for continuation of coverage represent 102 percent of the applicable premium for similarly situated beneficiaries of the Plan with respect to whom a qualifying event has not occurred pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), P.L. 99-272, Title X, Section 10003, 100 Stat. 82, 232-237. Clark County Risk Management will collect the entire continuation of coverage rate from the individual who has requested continued coverage.