



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH**      **DATE: September 22, 2022**

**RE:** *Approve the 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, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department, the Moapa Valley Fire Protection District, and the Eighth Judicial District Court establishing the rates for the Self-Funded Group Medical and Dental Benefits Plans, effective January 1, 2023. (Also sitting as the Clark County Water Reclamation District Board of Trustees, the University Medical Center of Southern Nevada Board of Hospital Trustees, the Mount Charleston Fire Protection District Board of Fire Commissioners, and the Moapa Valley Fire Protection District Board of Fire Commissioners) (For possible action)*

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**PETITION #11-23**

**That the Southern Nevada District Board of Health** *Approve the 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, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department, the Moapa Valley Fire Protection District, and the Eighth Judicial District Court establishing the rates for the Self-Funded Group Medical and Dental Benefits Plans, effective January 1, 2023. (Also sitting as the Clark County Water Reclamation District Board of Trustees, the University Medical Center of Southern Nevada Board of Hospital Trustees, the Mount Charleston Fire Protection District Board of Fire Commissioners, and the Moapa Valley Fire Protection District Board of Fire Commissioners) (For possible action)*

**PETITIONERS:**

**Sherhonda Brathwaite, Director of Human Resources**   
**Fermin Leguen, MD, MPH, District Health Officer** 

## **DISCUSSION:**

Clark County established a self-funded group medical and dental benefits program in 1984 to provide group medical and dental benefits to the employees of Clark County and affiliated entities. The program consists of a preferred provider organization (PPO) plan and an exclusive provider organization (EPO) plan. The last premium increase of 3% was approved for the PPO plan on September 3, 2019, for plan year 2020, and there were no premium increases for plan years 2021 and 2022. A premium increase of 2% is being proposed for the PPO plan for plan year 2023. The EPO plan was implemented effective January 1, 2022. A premium increase of 1% is being proposed for the EPO plan for plan year 2023.

On February 15, 2022, the Board of County Commissioners approved a Memorandum of Understanding ("MOU") between Clark County and the Eighth Judicial District Court, effective July 1, 2022. The MOU allows District Court employees to continue participation in the Plans. The amendment to the Interlocal Agreement will add the Eighth Judicial District Court as a participating entity.

## **FUNDING:**

Previous Board action on March 14, 2022 provided authorization for funding the employer portion of the premiums based on the labor agreements through FY2023

## **ATTACHMENTS:**

- Clark County Board of Commissioners Agenda Item
- SNHD Group Rates for Plan Year 2023
- Amendment to Interlocal Agreement

**CLARK COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM**

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**Petitioner:** Les Lee Shell, Deputy County Manager  
Jessica L. Colvin, Chief Financial Officer

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**Recommendation:**

**Approve and authorize the Chair to sign an 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, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department, the Moapa Valley Fire Protection District, and the Eighth Judicial District Court establishing the rates for the Self-Funded Group Medical and Dental Benefits Plans, effective January 1, 2023. (Also sitting as the Clark County Water Reclamation District Board of Trustees, the University Medical Center of Southern Nevada Board of Hospital Trustees, the Mount Charleston Fire Protection District Board of Fire Commissioners, and the Moapa Valley Fire Protection District Board of Fire Commissioners) (For possible action)**

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**FISCAL IMPACT:**

Fund #:	6520	Fund Name:	Self-Funded Group Insurance
Fund Center:	1020520000	Funded PGM/Grant:	N/A
Amount:	No Fiscal Impact		
Description:	Amendment to Interlocal Agreement		
Additional Comments:	N/A		

**BACKGROUND:**

Clark County established a self-funded group medical and dental benefits program in 1984 to provide group medical and dental benefits to the employees of Clark County and affiliated entities. The program consists of a preferred provider organization (PPO) plan and an exclusive provider organization (EPO) plan. The last premium increase of 3% was approved for the PPO plan on September 3, 2019, for plan year 2020, and there were no premium increases for plan years 2021 and 2022. A premium increase of 2% is being proposed for the PPO plan for plan year 2023. The EPO plan was implemented effective January 1, 2022. A premium increase of 1% is being proposed for the EPO plan for plan year 2023.

On February 15, 2022, the Board of County Commissioners approved a Memorandum of Understanding ("MOU") between Clark County and the Eighth Judicial District Court, effective July 1, 2022. The MOU allows District Court employees to continue participation in the Plans. The amendment to the Interlocal Agreement will add the Eighth Judicial District Court as a participating entity.

Cleared for Agenda

**08/16/2022**

File ID#

**22-1175**

## 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; THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT; ~~AND THE MOAPA VALLEY FIRE PROTECTION DISTRICT;~~ AND THE EIGHTH JUDICIAL DISTRICT COURT 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 preferred provider organization (PPO) plan and a self-funded group medical and dental exclusive provider organization (EPO) plan, hereinafter referred to as the Benefit Plans; 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 Plans.

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 specified Benefit Plan documents, which establish the terms and conditions of a self-funded medical and dental benefit program for enrolled employees, retirees and eligible dependents.
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 1<sup>st</sup> 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 Plans. In addition, each public entity shall budget, each year beginning July 1, 2001, an extra month (13<sup>th</sup> 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 Plans. Effective January 1, 2014, the above referenced 13<sup>th</sup> 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 Plans. The rates for the Benefit Plans 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 Plans, shall pay an actuarially determined amount to fund their share of the Benefit Plans reserves and assets. The funding amount shall be paid on behalf of each participant who initially enrolls in the Benefit Plans.
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 self-funded group medical and dental PPO 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. Any disputes and appeals related to the self-funded group medical and dental EPO plan will be resolved by the claims administrator and shall not be discussed by the committee.
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 Plans 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 Plans, 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. The effective date of the Chief of the Moapa Valley Fire Protection District's participation in this Agreement shall be July 27, 2020. Participation is limited to the Chief of the District and his or her covered dependents.
- ~~14-15.~~ The effective date of the Eighth Judicial District Court's participation in this Agreement shall be July 1, 2022.
- ~~15-16.~~ 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.
- ~~16-17.~~ 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.
- ~~17-18.~~ 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.

**IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.**

DATE: \_\_\_\_\_

COUNTY OF CLARK

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

JAMES B. GIBSON, Chair  
Board of County Commissioners

CLARK COUNTY WATER RECLAMATION DISTRICT

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

TICK SEGERBLOM, Chair  
Board of Trustees

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

WILLIAM MCCURDY II, Chair  
Board of Trustees

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
ANTON NIKODEMUS, Vice Chair

JOHN MARZ, Chair  
Board of Directors

LAS VEGAS VALLEY WATER DISTRICT

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
JOHN ENTSMINGER, Secretary

MARILYN KIRKPATRICK, President  
Board of Directors

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DEANNA HUGHES, Secretary

DEBRA MARCH, Chair  
Board of Directors

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
ANA DIAZ, Executive Secretary

DEBRA MARCH, Chair  
Board of Commissioners



SOUTHERN NEVADA HEALTH DISTRICT

ATTEST:

BY: \_\_\_\_\_  
MARILYN KIRKPATRICK, Chair  
Board of Health

BY: \_\_\_\_\_  
FERMIN LEGUEN, M.D.  
District Health Officer or Designee

HENDERSON DISTRICT PUBLIC LIBRARIES

ATTEST:

BY: \_\_\_\_\_  
DAVID ORTLIPP, Chair  
Board of Trustees

BY: \_\_\_\_\_  
TRUDY CASEY, Notary

MOUNT CHARLESTON FIRE PROTECTION DISTRICT

ATTEST:

BY: \_\_\_\_\_  
ROSS MILLER, Chair  
Board of Fire Commissioners

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

ATTEST:

BY: \_\_\_\_\_  
SHERIFF JOSEPH LOMBARDO

BY: \_\_\_\_\_  
TANAKA WILSON

MOAPA VALLEY FIRE PROTECTION DISTRICT

ATTEST:

BY: \_\_\_\_\_  
MARILYN KIRKPATRICK, Chair  
Board of Fire Commissioners

BY: \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

EIGHTH JUDICIAL DISTRICT COURT

ATTEST:

BY: \_\_\_\_\_  
STEVEN GRIERSON  
Court Executive Officer

BY: \_\_\_\_\_  
ADRIAN VIESCA, Staff Attorney

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

BY:  \_\_\_\_\_  
LISA LOGSDON  
County Counsel

**RATES EFFECTIVE 01/01/23**

**CLARK COUNTY, NEVADA  
AND AFFILIATES  
RATES EXHIBIT A**

**PREFERRED PROVIDER ORGANIZATION MEDICAL/DENTAL**

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

Employee	\$538.66
Spouse	\$469.31
Children	\$447.43
Spouse/Children	\$869.74
Retiree Medicare	\$361.98
Spouse Medicare	\$454.29

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

	<b><u>0-5 Years of Service</u></b>	<b><u>6-9 Years of Service</u></b>	<b><u>10 or More Years of Service</u></b>
Retiree	\$646.38	\$592.53	\$538.66
Spouse	\$563.17	\$516.24	\$469.31
Children	\$537.76	\$492.19	\$447.43
Spouse/Children	\$1,043.69	\$956.73	\$869.74
Retiree Medicare	\$434.36	\$398.17	\$361.98
Spouse Medicare	\$545.15	\$499.73	\$454.29

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 Plans.

**PREFERRED PROVIDER ORGANIZATION MEDICAL/DENTAL**

**RATES FOR RETIREES WITH PART B MEDICARE ONLY**

	<b><u>0-5 Years of Service</u></b>	<b><u>6-9 Years of Service</u></b>	<b><u>10 or More Years of Service</u></b>
Member Only	\$591.22	\$537.37	\$483.51
Member & Spouse both Medicare Part B	\$1,099.24	\$998.47	\$897.66
Member & Spouse one Medicare Part B	\$1,154.40	\$1,053.63	\$952.82
Member & Child	\$1,128.99	\$1,029.57	\$930.94
Member & Family both Medicare Part B	\$1,579.76	\$1,438.95	\$1,298.10
Member & Family one Medicare Part B	\$1,634.92	\$1,494.11	\$1,353.25

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 Plans.

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 prorated share of their health benefit cost.

**EXCLUSIVE PROVIDER ORGANIZATION MEDICAL/DENTAL/VISION**

**ACTIVE EMPLOYEE RATES & RETIREE RATES**

Employee	\$623.02
Spouse	\$543.39
Children	\$517.78
Spouse/Children	\$1,018.19
Retiree Medicare	\$623.02
Spouse Medicare	\$543.39
Surviving Spouse Medicare	\$623.02

**RATES EFFECTIVE 01/01/23**

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

**PREFERRED PROVIDER ORGANIZATION  
EMPLOYEE & NON-PERS RETIREES COBRA RATES**

	<b><u>RATES</u></b>
Member Only	\$553.62
Member & Spouse	\$1,034.76
Member & Child	\$1,012.59
Member & Family	\$1,447.04

**EXCLUSIVE PROVIDER ORGANIZATION  
EMPLOYEE & NON-PERS RETIREES COBRA RATES**

	<b><u>RATES</u></b>
Member Only	\$635.48
Member & Spouse	\$1,189.74
Member & Child	\$1,163.62
Member & Family	\$1,674.03

The above rates for continuation of coverage represent 102 percent of the applicable premium for similarly situated beneficiaries of the Plans 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.