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In The Matter Of:

*PUBLIC EMPLOYEES' BENEFITS PROGRAM BOARD
VIDEOCONFERENCED OPEN MEETING*

November 21, 2024

*Capitol Reporters
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1 PUBLIC EMPLOYEES' BENEFITS PROGRAM BOARD

2 TRANSCRIPT OF PROCEEDINGS

3 VIDEOCONFERENCED OPEN MEETING

4 THURSDAY, NOVEMBER 21, 2024

5 CARSON CITY, NEVADA

6
7
8 The Board: JOY GRIMMER, Chairperson
9 MICHELLE KELLEY, Vice Chair
10 JIM BARNES, Member
11 JENNIFER MCCLENDON, Member
12 JANELL WOODWARD, Member
13 STACIE WEEKS, Member
14 BEPSY STRASBURG, Member

15 For the Board: RADHIKA KUNNEL, Deputy
16 Attorney General
17 BRANDEE MOONEYHAN, Lead
18 Insurance Counsel

19 For Staff: CELESTENA GLOVER
20 Executive Officer
21 NIK PROPER
22 Operations Officer
23 MICHELLE WEYLAND
24 Chief Financial Officer
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Quality Control Officer
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THURSDAY, NOVEMBER 21, 2024, 9:07 A.M.

---oOo---

CHAIRPERSON GRIMMER: Good morning, Everyone.
This is the Public Employees Benefits Program meeting on
November 21st, 2024, at 9:00 a.m. The exact time is 9:07.
We're conducting this meeting in Carson City. I would like
to call the meeting to order.

And, Staff, would you please take roll.

MS. CRANE: Good morning, Everyone. Chair
Grimmer.

CHAIRPERSON GRIMMER: Present.

MS. CRANE: Michelle Kelley.

MEMBER KELLEY: Here.

MS. CRANE: Jim Barnes.

MEMBER BARNES: Here.

MS. CRANE: Jennifer McClendon.

MEMBER MCCLENDON: Here.

MS. CRANE: Janell Woodward.

MEMBER WOODWARD: Here.

MS. CRANE: Betsy Strasburg.

MEMBER STRASBURG: Here.

MS. CRANE: Stacie Weeks.

MEMBER WEEKS: Here.

MS. CRANE: Thank you. We do have a quorum.
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1 Please remember to state and spell your name for our
2 reporter. Thank you.

3 CHAIRPERSON GRIMMER: Okay. We'll now move on to
4 Agenda Item Number 2, public comment. Public comment will be
5 taken during this agenda item. No action may be taken on any
6 matter raised under this item unless the matter is included
7 on a future agenda as an item on which action may be taken.
8 Public comments to the board will be taken under advisement
9 but will not be answered during the meeting.

10 MS. OPFERMAN: Good morning, Chair, Members of
11 the Board. For the record, my name is Tess Opferman. I am
12 here on behalf of the AFSCME retirees. I know I come to most
13 meetings and sort of say the same talking points, so I am
14 repeating some of the those talking points about the health
15 reimbursement arrangement.

16 I did want to update you. We sent out a survey
17 to our members earlier this fall and have received quite a
18 bit of feedback about the amount our retirees are paying for
19 their health care and who is using their HRA accounts. We're
20 still kind of collecting that data and creating a one-pager,
21 so, as soon as we get that done, I'll give that to the board
22 and to staff.

23 But, in the meantime, I just wanted to give you
24 some high level takeaways that we've gotten back so far. So,
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1 the first piece being roughly 50 percent of our respondents
2 are showing that they just clearly don't even understand
3 their HRA benefit. We asked them how much they receive for
4 their HRA, how much they receive from PEBP, how much they
5 receive from Via Benefits. People either couldn't give that
6 number or gave numbers that are just out there, \$3,000,
7 \$5,000, numbers that are just not even possible for the
8 amount that that HRA can be.

9 So, I just want to flag that, because I know that
10 some of the concerns that I brought to this board are that
11 our retirees aren't using that account because they, A, don't
12 know how or don't know what it is. And so I just think
13 across the board we need to be really doing some more work to
14 make sure retirees understand how to use that, what the
15 account is, what it's for. Because, if we have 50 percent of
16 people coming back just giving numbers that aren't possible,
17 that really shows a flaw to us.

18 And then I'll also just say, so, of the 50
19 percent that do understand their benefit and say they use it,
20 they are very clear that it is not nearly enough to cover
21 their health care costs. Their health care costs are in the
22 range of \$600 a month, \$900 a month, a thousand dollars a
23 month. We have respondents, you know they -- There was a
24 portion where they could write their own experiences. And

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1 one person said it perfectly. She said, my health care costs
2 go up every year. My HRA has never gone up or at least not
3 since 2015.

4 So, I know I just continue to bring that story to
5 the board. I wanted to, like I said, when we get the
6 official, when we pull our one-pager together and get all the
7 data, I'll get that to all of you, because I think it's
8 really useful. So, with that, I appreciate your time.

9 CHAIRPERSON GRIMMER: Thank you.

10 Okay. Next public comment in Carson.

11 Okay. Seeing no further public comment in
12 Carson, do we have any public comment on line?

13 MR. HOPKINS: Yes, we do, Madam Chair. We have
14 about 11 in the lobby right now. I'll get the public comment
15 slide up. As a reminder, joining the Zoom matter as an
16 attendee is for making public comment only. If you do not
17 wish to make a public comment, please leave the meeting so
18 you are not accidentally called upon, and please watch it via
19 the YouTube live stream on the PEBP YouTube channel. The
20 link for the live stream is also located on the agenda on the
21 PEBP website.

22 For those who have joined for public comment,
23 your name or last four digits of your phone number will be
24 announced, and you'll be advised you have been unmuted.

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1 Please fully state and spell your name for the record and
2 proceed with your comments.

3 Debbie Arteaga, please --

4 MS. ARTEAGA: Hi. Good morning. Can you hear
5 me?

6 MR. HOPKINS: Yes, we can. Please slowly spell
7 and state your name for the record.

8 MS. ARTEAGA: Okay. My name is Debbie Arteaga.
9 That's D-e-b-b-i-e A-r-t-e-a-g-a. And I'm the chair of the
10 Faculty Senate at UNLV.

11 I want to speak against the elimination of the
12 HMO. I'll begin with continuity of care. Many doctors on
13 the HMO do not accept PPO insurance. Several colleagues have
14 providers such as primary care providers, PCPs, specialists,
15 and pediatricians for their children that they or their
16 children have seen for years. Their primary care provider
17 has a full picture of their health, as it is a coordinated
18 care model. Their PCP sends them to specialists if needed
19 and receives -- and receives the results of all visits and
20 tests. PCPs and specialists work together seamlessly in
21 providing health care for their patients. New providers will
22 require the transfer of all health records and will disrupt
23 the provider-patient relationship.

24 For those with chronic conditions, finding a new
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1 specialist will be difficult. I'll give you the example of a
2 patient who is getting chemotherapy three times a week. They
3 will not be able to find another oncologist until they
4 receive their new insurance card on July 1st, 2025, as
5 providers require this information before they will schedule
6 appointments. It can take months to find a new provider as a
7 new patient. And, in the interim, they will not receive
8 lifesaving chemotherapy.

9 Colleagues have many other health care conditions
10 that need continuity of care. Many doctors on campus have
11 also contacted me. They mentioned that the southern Nevada
12 medical community will be thrust in to chaos because many PPO
13 providers are not accepting new patients. There will be a
14 larger number of patients requiring care from the same pool
15 of doctors and specialists.

16 According to US News and World Report, Nevada
17 already ranks as 50th for access to health care and 49th in
18 insurance coverage.

19 Doctors are arguing that there will be serious
20 repercussions to health care. For example, they are
21 concerned that medical conditions will be diagnosed too late
22 to treat successfully, as patients will forego preventive
23 care.

24 Now I'll quickly address hiring and retaining
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1 employees. UNLV has always prided itself on the quality of
2 our employees. Some colleagues have told me that they will
3 have to leave UNLV if the HMO is eliminated. In some
4 searches, the committees were not able to hire their top
5 choices because these candidates balk at our benefits as they
6 exist now. Eliminating the HMO option will exacerbate this
7 problem. Thank you for your time.

8 MR. HOPKINS: Thank you.

9 David Kelsey, please fully state and spell your
10 name for the record, if you wish to make public comment.
11 David, I see your mic is unmuted. David, I'll try coming
12 back to you, okay.

13 Caller with the last four digits 6837, please
14 press star six to unmute and please state and spell your name
15 for the record.

16 MR. ERVIN: Hello. This is Kent Ervin. There's
17 a very large echo on the line. Can you hear me?

18 MR. HOPKINS: Yes, we can.

19 MR. ERVIN: Kent Ervin, K-e-n-t E-r-v-i-n, Nevada
20 Faculty Alliance. I'm trying to speak over the echo.

21 Good morning, Chair Grimmer, Vice Chair Kelley,
22 Board Members, Executive Officer Glover. We have seen the
23 written comments from many participants opposing the
24 elimination of the HMO/EPO plan option. They are
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1 legitimately frightened that a plan they depend on for
2 control of unexpected costs and for essential providers will
3 be taken away.

4 We appreciate the hard work of the PEBP staff and
5 board members on behalf of participants and that fiscal
6 decisions can be difficult. Please trust members to know
7 their needs. They may be uncertain about some plan option
8 details, which is an education issue, but they know what they
9 are paying, they know how they're being billed, and what
10 their risk tolerance is subject to and respect their
11 concerns.

12 The NFA opposes the elimination of the HMO/EPO
13 plan. The results of the HMO RFP need to be taken in to
14 account, but a plan with a cost structure similar to the HMO
15 and including the unique providers in the southern HMO
16 network is essential.

17 The low deductible plan should be the true middle
18 plan with a modest deductible, co-pays, and co-insurance.
19 Giving it a pseudo-HMO structure will raise the premiums and
20 is not a good solution. The HMO/EPO option should be a zero
21 deductible plan with no co-pay and no co-insurance.

22 The 20 percent to 30 percent of participants on
23 the HMO are willing to pay higher monthly premiums in
24 exchange for certainty and out-of-pocket costs and access to
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1 their current providers, as Dr. Arteaga mentioned.

2 For a family, the current FY 2025 premium for the
3 HMO/EPO is actually \$38 per month lower than it was in FY
4 2021. So their costs have not risen like the other options.
5 The low deductible plan should be positioned between the HMO
6 and the lower cost high deductible plan.

7 Please refer to my written statement submitted
8 with our faculty survey results and for additional policy
9 reasons to retain the three plan options. There are
10 substantial demands for the HMO. And lower out-of-pocket
11 costs are rated more important than lower monthly premiums.

12 Finally, making a major plan design change in
13 January, shortly before rate setting in March, during the
14 legislative session, is not a wise strategy. The strategic
15 planning session recommended delaying plan design changes
16 until the FY 2027 plan year. That makes sense and applies
17 especially to a major change like restructuring the plan
18 options. PEBP members are demanding that the three plan
19 options, including the HMO, be retained. Thank you.

20 MR. HOPKINS: Thank you, Mr. Ervin.

21 Will the caller with the last four digits 0482,
22 please press star six to unmute and please slowly state and
23 spell your name for the record.

24 MS. MARSHALL: Hi. My name is Shantal Marshall,
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1 S-h-a-n-t-a-l M-a-r-s-h-a-l-l. Hopefully you can hear me
2 okay.

3 MR. HOPKINS: Yes, we can.

4 MS. MARSHALL: Perfect. So I am both a faculty
5 member at Nevada state as well as the vice president of the
6 Nevada Faculty Alliance. And I wanted to call to echo my
7 colleagues' comments that we should really not eliminate the
8 HMO and the EPO because there are many people who rely on it
9 and who have specifically chosen it because of the lower and
10 predictable co-pays for their health visits. I am actually
11 one of those people. And I am very much against eliminating
12 this particular insurance plan. I've been on it for, this is
13 my twelfth year now, and I have consistently looked across
14 all of the options and have always chosen this one because I
15 just like to know how much I'm going to pay up front without
16 having to think about it whenever I make my medical
17 decisions.

18 Currently I am pregnant and this has actually
19 been a really important part of that journey of having this
20 particular health insurance. And, I think if I had a
21 different one, thinking about all of the costs would add a
22 lot of stress to what is already a pretty stressful, you
23 know, journey.

24 So I just wanted to echo that and to echo Kent's
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1 comments as well that many of our members of NFA have been
2 very upset about the possibility of getting rid of this
3 particular insurance plan without a viable option to replace
4 it that basically has similar coverage and similar options.
5 So thank you so much.

6 MR. HOPKINS: Thank you.

7 Will the caller with the last four digits 1656
8 please press star six to unmute and please slowly state and
9 spell your name for the record. Caller with the last four
10 1656.

11 Caller with the last four digits 3870, please
12 press star six to unmute and please slowly state and spell
13 your name for the record.

14 MS. RODRIGUEZ: Hi. Can you hear me?

15 MR. HOPKINS: Yes, we can.

16 MS. RODRIGUEZ: Okay. Hi. My name is Racquel
17 Rodriguez, R-a-c-q-u-e-l R-o-d-r-i-g-u-e-z. I am currently a
18 classified employee with the University of Nevada, Las Vegas.

19 I am flabbergasted at the attempt at pulling away
20 employees from the HMO by saying that there are hidden costs
21 we do not realize we are paying. I say to you we know
22 exactly what we are paying for. We are paying for peace of
23 mind and we are willing to pay a premium for this.

24 I have been on an HMO plan most of my adult
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1 working life, even before becoming classified a employee for
2 the state. HMOs have always worked well for me.

3 Now, we all know how difficult it is to find good
4 doctors in Nevada. It took me six years before I finally
5 found a doctor that actually listened to my health concerns
6 that didn't abruptly just leave the state after just one or
7 two appointments. I have been with my current doctor's
8 office now for seven, almost eight, years. And the thought
9 of looking for another primary care physician and replacing
10 the specialist I see if you remove the HMO network is both
11 frightening and, frankly, infuriating.

12 Now, my sister is on a CDHP through her husband.
13 I can't tell you over the years how many times she has gotten
14 the mail and then started cussing up a storm because yet
15 another unexpected medical bill came in and now she has to
16 figure out how to pay for it. I have never experienced that
17 on the HMO.

18 Again, I am willing to pay a premium for peace of
19 mind to not have to deal with that kind of nonsense. I
20 already am dealing with enough medical issues. I don't need
21 to add the stress of surprise medical billing on top of that.
22 I urge the board to continue to offer their EPO and HMO plan
23 to state employees. Thank you.

24 MR. HOPKINS: Thank you.
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1 Caller with the last four digits 7003, please
2 press star six to unmute and please slowly state and spell
3 your name for the record. Caller with the last four 7003, it
4 looks like you've been on mute. Can you hear us okay? I'll
5 try coming back to you, Caller.

6 Caller with the last four digits 8853, please
7 press star six to unmute and please slowly state and spell
8 your name for the record.

9 Christine Luu, you have permission to speak.
10 Please slowly state and spell your name for the record.

11 (The court reporter interrupts)

12 MR. HOPKINS: Can you please speak up.

13 MS. LUU: Yes. My name is Christine Luu,
14 C-h-r-i-s-t-i-n-e L-u-u. And I work for UNLV, for the
15 University of Nevada, Las Vegas, and I would like very much
16 that you do not eliminate the HMO.

17 This program HMO has been a partner of all my
18 life, especially in Las Vegas for the last 20 years. The
19 reason why I like HMO is I find it's simple and convenient.
20 First of all, the convenient location, there is the southwest
21 medical, a few location throughout the city, so you can
22 choose it and one building you have all the service, all the
23 doctor in one place.

24 But the second and most important is the building
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1 is very simple. You know exactly you pay the co-pay and
2 that's it. I had PPO before and, boy, it was a headache that
3 I have. I always was in the middle. I had to call the
4 doctor office to dispute about the billing. The doctor tell
5 me you have to call the insurance. I call the insurance.
6 And they tell me you have to call the doctor. So that
7 billing is never clear. You never know when you might have a
8 surprise after going to see the doctor. But with HMO that's
9 it. They know exactly what you have to pay and you go home
10 and it's done.

11 So I'm asking you if you please keep HMO. Thank
12 you.

13 MR. HOPKINS: Thank you.

14 Gina Gamble, please slowly state and spell your
15 name for the record, if you wish to make public comment.

16 MS. GAMBLE: Hi. I'm Gina Gamble, G-i-n-a
17 G-a-m-b-l-e. Good morning, Members of the Board. I am
18 representing the University of Nevada, Las Vegas
19 Administrative Faculty Committee. I'm here today to express
20 my strong support for maintaining the HMO as one of the
21 health plan offerings through PEBP.

22 Several members of our faculty and their families
23 often with children who may need lifesaving care rely on the
24 HMO and suffer from severe and chronic health conditions.

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1 The HMO's coordinated and cost-managed structure allows these
2 faculty members and their families to make informed health
3 care decisions and plan for necessary care while maintaining
4 financial independence and stability. Without the HMO, these
5 individuals and families may face crippling medical debt,
6 which could otherwise lead to lifelong financial hardship and
7 may encourage those to look for employment elsewhere to keep
8 finances sustainable.

9 The HMO has been a vital resource, enabling
10 consistent and affordable care and ultimately contributing to
11 better health outcomes in our community. While we understand
12 the alternative plans are being rationalized and considered,
13 we urge the board to carefully consider the unique needs of
14 those relying on the HMO. The benefits outweigh the plan
15 cost for individuals, families, and children. Our community
16 is our most important resource and should be invested in. We
17 appreciate the board's dedication to the health of PEBP's
18 constituents.

19 While there might be statutory reasons to
20 consider this action, we hope you will continue to consider
21 these critical factors as you decide. Thank you.

22 MR. HOPKINS: Thank you. Michael A, you have
23 permission to speak. Please slowly state and spell your name
24 for the record if you wish to make public comment.

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1 MR. AMESQUITA: Michael Amesquita, M-i-c-h-a-e-l
2 A-m-e-s-q-u-i-t-a. Good morning. I got an -- My name is
3 Michael Amesquita and I'm currently working for NSHE through
4 UNLV. I'm a first generation Latino and graduate with my
5 Bachelor's at UNLV. I have always had an HMO since I turned
6 18. I'm ready to turn 50 next February.

7 Those, including myself, got on the HMO because
8 we cannot afford 20 percent of the cost of any accidental
9 illness or accident. I have worked for four universities and
10 I've always had the HMO and everyone has always said you pay
11 too much. And I don't. I appreciate the premiums. Just
12 like others have said, I can go ahead and plan out my
13 financial wellness.

14 When I worked for the George Washington
15 University, I had an HMO, and I came down with
16 diverticulitis. I was operated on and was in the hospital
17 for five days. I paid \$200 co-pay on a 40 grand bill. I
18 would still be paying 40 grand bill. Tore my ACL and
19 meniscus and was in outpatient surgery of 16 grand and it
20 came out to a be a hundred dollars. Wrist surgery for carpal
21 tunnel is a hundred because it was outpatient. It wasn't 20
22 percent. I could manage these unexpected and the
23 diverticulitis, I needed that. And I could absorb that in to
24 my pay. I have had HMO premiums for these reasons. I have

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1 never been close to the deductible, like what was said before
2 at the last meeting.

3 So getting rid of an HMO and putting an
4 unreasonable financial burden on me to my illnesses that I
5 currently have. Mine currently covers a hundred percent
6 without co-pay my x-rays as well as all of the blood tests
7 that I need for my condition. If I was a PPO, I would not be
8 able to afford this health care and I would most likely have
9 to go to another state.

10 I am extremely worried about losing my providers
11 after the five -- six years now, I have finally figured out
12 who the good doctors are for me. If -- It could just be me,
13 but I feel that southern Nevada has a larger marginalized
14 community in taking away the HMO from us, from people of
15 color, marginalized community, and it has a bigger negative
16 impact than other parts of the state. And I hope you do not
17 take this away. Thank you.

18 MR. HOPKINS: Thank you.

19 Makayla Lavender, you have permission to speak.
20 Please slowly state and spell your name for the record.

21 MS. LAVENDER: Hello. My name is Makayla
22 Lavender, M-a-k-a-y-l-a L-a-v-e-n-d-e-r. And I am an
23 assistant professor at UNLV and I'm a health economist.

24 And, to voice an alternative opinion from those
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1 that have been stated, I think that there should be some
2 consideration of removing the HMO because I believe the high
3 premiums do not justify the lower dollar deductible and the
4 higher out-of-pocket tax. I understand the concerns that
5 have been voiced during these public comments. But this is
6 strictly about the networks and doctors that are in the
7 networks and continuity of care.

8 I think if the board is going to remove the HMO,
9 they need to take a careful look at expanding the network of
10 the existing plan and making sure the doctors that people are
11 currently relying on are in those networks.

12 However, as you'll see in my written comments, I
13 do believe that the high deductible health plan is incredibly
14 generous and there's a lack of education about that option,
15 especially when you consider the \$700 HSA contribution that
16 affected those that meets the premiums on those high
17 deductibles plans, zero dollars, plus about a \$30 annual
18 contribution to the deductible.

19 In addition, for people who have very high
20 chronic needs, the high deductible health plan does have a
21 lower out-of-pocket maximum.

22 I gave birth to twins last plan year on the high
23 deductible health plan. It was a high risk pregnancy. And
24 the costs were incredibly affordable. And it is not quite as

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1 bad as people probably fear. But I feel like we do need to
2 make sure that people are well-educated about how to choose
3 health insurance and we need to consider it from the network
4 sides carefully. Thank you.

5 MR. HOPKINS: Thank you.

6 I'm going to try to say this. N. Pavlico, you
7 have permission to speak.

8 MS. PAVLICO: Thank you. You said it perfectly.
9 My name is Nicole Pavlico, N-i-c-o-l-e. Last name Pavlico,
10 P-a-v-l-i-c-o.

11 I work for Lee Business School at UNLV and I have
12 been at Lee Business School for 25 years. And, for 24 of
13 those 25 years, I have the HMO. For one year I had the PPO,
14 and it was a complete year of uncertainty, never knowing how
15 much I was going to need to pay. And I could never get a
16 cost of care before the services were rendered from doctors'
17 offices. It was always it depends, it depends.

18 So, I do want to thank the board for the time to
19 share my concerns today, because I'm extremely concerned
20 about the elimination of the HMO option. It's likely that
21 without the HMO option I wouldn't be able to afford the
22 health care I receive now. The elimination of that health
23 insurance option would result in a change to my quality of
24 life and very possibly my life expectancy. And this isn't an
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1 exaggeration. I have so many chronic health conditions that
2 require me to see numerous specialists frequently, including
3 a cardiologist, a neurologist, a rheumatologist, a
4 nephrologist, hematologist, pulmonologist, ophthalmologist,
5 and dermatologist. In addition to my standing visits to
6 these specialists, in the last year, I have had other health
7 issues arise that required CT and PET scans, a breast biopsy,
8 a lung biopsy.

9 If the HMO is eliminated, I expect that my
10 out-of-pocket cost would become prohibitive. That result
11 would be dangerous to my health.

12 I have experienced comparing the HMO to the PPO
13 and I know that the PPO is unaffordable. That 20 percent is
14 not realistic. And the stress that it adds to not knowing
15 and the uncertainty of not knowing what it would cost is also
16 an added burden. Excuse me.

17 In addition, I'm concerned how the elimination of
18 the HMO would affect prescription costs, and I worry that I
19 would need to forego some of my higher cost prescriptions.
20 Currently I take a specialty medication to help prolong the
21 life of my kidneys. That medication would cost over \$12,000
22 per month. However, the pharmaceutical manufacturer offers a
23 discount, which leaves me with a cost of over 1,000 per
24 month. Because of the HMO, I don't have to cover that amount

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1 through -- beyond the monthly co-pay that I have. Premium, I
2 should say. I'm sorry. And I'm very grateful for that,
3 because, otherwise, I wouldn't be able to afford this
4 medication.

5 As I mentioned, I did have the PPO for one year,
6 but I was not on this expensive medication at that time, so I
7 don't know what those costs would be.

8 I'm revealing a lot to you today about my medical
9 situation, more than I usually reveal to people, because I am
10 very concerned about the potential and drastic change to my
11 health insurance coverage. I also do believe that not having
12 the HMO could very possibly make it cost-prohibitive to me to
13 stay at UNLV or in the Nevada System of Higher Education to
14 be a public employee. And that could very possibly mean
15 leaving UNLV.

16 So I want to echo some of the concerns for
17 raising -- for retaining employees if the HMO is eliminated.
18 And we would be losing a lot of years of institutional
19 knowledge and expertise from our Nevada system. And to force
20 those people out and then to force them to find other
21 doctors, I think it's an unnecessary burden when right now we
22 have doctors who will take us and we have coverage that will
23 help support our health care.

24 So thank you for your time and I am really asking
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1 please do not remove this HMO and take away our life-saving
2 coverage. Thank you.

3 MR. HOPKINS: Thank you.

4 I'm going to circle back to the three callers
5 that are on line real fast. Caller with the last four digits
6 1656, please press star six to unmute if you wish to make
7 public comment.

8 Caller with the last four digits 7003, please
9 press star six to unmute if you wish to make public comment.

10 Caller with the last four digits 8853, please
11 press star six to unmute if you wish to make public comment.

12 And, David Kelsey, I'm not sure if you can hear
13 me. You have permission to speak if you wish to make public
14 comment. We cannot hear you.

15 If you're having technical difficulties during
16 the first portion of public comment, there's another one
17 located at the end of the board meeting on another agenda
18 item.

19 Madam Chair, that concludes public comment.

20 CHAIRPERSON GRIMMER: Thank you. We will close
21 Agenda Item Number 2 and go on to Agenda Item Number 3, PEBP
22 board disclosures for applicable board meeting agenda items.
23 Deputy Attorney General Radhika Kunnel.

24 MS. KUNNEL: Good morning, Everyone. Thank you,
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1 Chair Grimmer. This is Radhika Kunnel, Deputy Attorney
2 General, for the record.

3 This agenda item is to allow me to make a
4 disclosure regarding conflicts of interest on behalf of the
5 board members who are eligible for PEBP benefits. Pursuant
6 to NRS 281A.420, on behalf of the board members who are
7 eligible for PEBP benefits or whose families are eligible for
8 PEBP benefits, I offer this disclosure that they will be
9 voting on those items that may affect the benefits available
10 to them or their family members. The law does not require
11 abstention from voting merely because the board member or
12 their family member is eligible for PEBP benefits.

13 At this time I invite any member of the board who
14 has any additional disclosure to make to make it now. Thank
15 you.

16 MEMBER STRASBURG: Bepsy Strasburg,
17 S-t-r-a-s-b-u-r-g. I would like to disclose that I am a
18 member of the Carson-Tahoe Patient Experience Partnership
19 Council. It's a voluntary position. And I represent a
20 member of the community. No decisions are made of this
21 council on behalf of CTH, so I will be participating in Item
22 Number 9 and will be voting on it as needed.

23 CHAIRPERSON GRIMMER: Okay. Thank you.

24 Any further disclosures? Okay.
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1 Seeing none, we will close Agenda Item Number 3
2 and move on to Agenda Item Number 4, consent agenda. Consent
3 items will be considered together and acted on in one motion
4 unless an item is removed to be considered separately by the
5 board.

6 Are there any items the board would like to pull?

7 MEMBER MCCLENDON: This is Jennifer McClendon.
8 Can we pull 4.2.2, the budget report?

9 CHAIRPERSON GRIMMER: Okay. Any others? Okay.
10 Seeing none, I would entertain a motion on all items and then
11 we will hear Agenda Item 4.2.2. Do we have a motion on
12 everything but 4.2.2?

13 MEMBER BARNES: This is -- Oh, sorry. This is
14 Jim Barnes. I would so move.

15 CHAIRPERSON GRIMMER: Okay. Do I have a second?

16 MEMBER STRASBURG: Yes. Bepsy Strasburg.

17 CHAIRPERSON GRIMMER: Okay. Any further
18 discussion? Those in favor. Any opposed? So those in
19 favor.

20 (The vote was unanimously in favor of the motion)

21 CHAIRPERSON GRIMMER: Anyone opposed?

22 Okay. Who will be presenting Agenda Item 4.2.2?

23 MS. WEYLAND: Michelle Weyland for the record,

24 Chief Financial Officer, with Public Employees Benefits
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1 Program.

2 MEMBER MCCLENDON: Thank you. This is Jennifer
3 McClendon. I just have a quick question about the health and
4 status of our catastrophic reserves. I know that the board
5 voted to use some of the reserve funding to pay for -- to
6 offset the cost of the increase in premiums. So I'm just
7 curious how we're doing.

8 MS. WEYLAND: Michelle Weyland for the record.
9 Honestly it is very early in the year. The first quarter
10 doesn't always give us a good picture of projections. It is
11 something that the executive officer and I are monitoring
12 very closely. It's going to depend on trend and experience
13 and what we actually receive in claims moving forward. And
14 that's as straightforward as I can be for you.

15 MEMBER MCCLENDON: That's great. Thank you so
16 much.

17 CHAIRPERSON GRIMMER: Okay. Any further
18 discussion? Okay. Seeing none, I'll take a motion on Agenda
19 Item 4.2.2.

20 MEMBER MCCLENDON: I'll move to approve 4.2.2.
21 It's Jennifer McClendon.

22 CHAIRPERSON GRIMMER: Okay. Do I have a second?

23 MEMBER BARNES: Jim Barnes. I second.

24 CHAIRPERSON GRIMMER: Okay. All of those in
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1 favor signify by saying aye.

2 (The vote was unanimously in favor of the motion)

3 CHAIRPERSON GRIMMER: Any opposed? The motion
4 passes.

5 We will close Agenda Item Number 4 and go on to
6 Agenda Item Number 5, Executive Officer report. Celestena
7 Glover for information and discussion.

8 MS. GLOVER: Good morning. This is Celestena
9 Glover, Executive Officer, for the Public Employees Benefits
10 Program. The report before you just gives you a highlight of
11 what has been going on over the last couple of months and
12 what is coming up.

13 So, first thing on the report is the interim
14 retirement and benefits committee. That meeting will be
15 happening on December 17th. It will be in Las Vegas. Myself
16 and Michelle Weyland will be attending, but we will be
17 attending virtually at the legislature up in Carson City.

18 Essentially, we are going to go over the annual
19 reports for the year, utilization budget report, financial
20 statements, and OPEB. Currently, the financial statements
21 won't be ready, so they may have questions on the previous
22 years financial statements. If they do, we'll be prepared to
23 answer those questions.

24 OPEB will also come out around the same time or
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1 shortly thereafter for the current plan year, so that report
2 will not be given. We do have a rollover report that we can
3 submit to IRBC committee and we will do that if they request
4 it.

5 We have the strategic planning meeting October
6 1st and 2nd. And, in attendance for PEBP staff, a couple of
7 the board members, Board Member Weeks and Board Member
8 Kelley, and vendors from UMR, ESI, and Segal. We had a
9 pretty good discussion about, you know, what is going on in
10 the world of health plans, ideas of where we can take the
11 PEBP plan, what benefits we currently are offering, where
12 should we take those benefits, should they be changed, et
13 cetera.

14 We did come to a consensus that new programs and
15 major benefit changes to our plan designs would be looked at
16 for plan year 2027. I know there's been a lot of discussion
17 about the HMO and PPO. Those were not major topics of
18 discussion at the strategic planning meeting. We were
19 looking at wellness programs, diabetes programs, health care
20 programs in general.

21 One of the things that did come up is a wellness
22 plan to address -- more of a global wellness plan to address
23 various health concerns for populations across our
24 membership. And so we will be doing further research on that
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1 and releasing an RFP. We determined after all the research
2 that that is a direction that we should be going in.

3 And, the biggest thing, obviously, is we've got
4 legislature starting in February. We will be monitoring for
5 whatever bills may come out of that, primarily because those
6 bills can have a major effect on what we can or cannot do as
7 far as the health benefits. It also will have a major effect
8 on what our budget will look like and what they're willing to
9 fund.

10 So that legislative action may affect plan
11 design. It may affect future programs that we offer. And it
12 will definitely affect employer contributions and employee
13 contributions toward the health care. So we will be
14 monitoring that and testifying as appropriate. We will bring
15 the information back on bills to the board meetings and to
16 special one-off meetings if there are any bills that we need
17 immediate action on. Those one-off meetings will be held
18 virtually for the most part, because they'll probably be
19 relatively short notice, enough time to get the agenda posted
20 and then have the meeting and get direction from the board as
21 to what they would like staff to do.

22 PEBP did do their budget presentation to the
23 governor's office of finance and the governor's office
24 themselves were in attendance as well as representatives from
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1 LCB, the Legislative Counsel Bureau. That was held on
2 September 30th. There were no major issues with our request.
3 There were a few questions. But, at that point in time, it
4 was more informational and no changes were made.

5 Medicare open enrollment. This is just another
6 reminder that Medicare open enrollment is in progress right
7 now. It goes through December 7th. So, if you are looking
8 at making a change to your Medicare plan through the
9 exchange, make sure you get in touch with them and get that
10 taken care of.

11 And then, finally, the EPO/HMO discussion, we had
12 a lot of public comment today. That discussion was supposed
13 to be held today, but we were not able to get the analysis
14 complete in time for this meeting. So we have deferred it to
15 the January meeting, at which time we will be requesting the
16 board to review the analysis and make a decision as to how
17 they would like us to move forward.

18 I will be sending that report out probably next
19 week to the board members. It will not be posted until we
20 get closer to what the agenda will look like and any other
21 reports that we may want to include so that we have a full
22 packet of information for our members.

23 And, with that, I'll take any questions.

24 MEMBER BARNES: I have a question. This is Jim
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1 Barnes. Could you give us an update on AB-22 and SB-32.
2 AB-22 is the one that eliminates the board's role in
3 approving a contract which results from an RFP. And SB-32
4 makes the quality control officer an at-will employee of the
5 executive officer.

6 MS. GLOVER: This is Celestena Glover for the
7 record. So those are two BDRs that we submitted. We have a
8 third one, but it was withdrawn as of yesterday. What we are
9 looking at is the QC officer currently reports to the
10 director of the Department of Administration, who in this
11 case is Ms. Joy Grimmer, who is our board chair. In the past
12 that was done to keep a separation of duty because of the
13 audit function that the QC officer performed. That position
14 has evolved over time and the functions are not the same.
15 Having the QC officer report to the director of DOA makes it
16 a little bit more difficult when it comes to recruiting and
17 hiring and the reporting structure. So we submitted a BDR
18 requesting that that be -- position be moved to PEBP the same
19 as every other executive position, so that the -- In this
20 case, Leslie Bittleston is our QC officer. She would report
21 to me versus reporting to the Director of Administration.

22 We have found, too, that sometimes those
23 directors don't realize that that person actually reports to
24 them. So they don't realize how our org is set up. So it

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1 just brings that position in.

2 The other one, which with the contracting, what
3 we're trying to do is streamline the process. So right now
4 we come to the board and say we want to do an RFP for X, Y,
5 and Z. The board says yes or no. If they say yes, we go
6 forth and take care of the RFP and do what we need to do
7 according to NRS 333. Then we have to have a closed session
8 so we can talk about the results of the RFP, although we have
9 board members that sit on the evaluation committees. And
10 then we have to open the session so that the board can vote
11 on the subsequent contract from those results of those RFPs.

12 What that does is it causes -- Like, we have one
13 right now for the HMO, the evaluation committee was done a
14 few weeks ago. The closed meeting isn't until January. That
15 means we are not going to get to BOE until March. If we had
16 a new vendor in place, anytime we have a new vendor in place
17 that requires a huge amount of implementation action that
18 late in the game makes it very difficult to get a new vendor
19 on. So we are trying to streamline that process.

20 The board will still have the ability to approve
21 contracts and approve the RFP. They will still be on the
22 evaluation committee. What we're trying to eliminate is that
23 closed session and the delay to get our contracts to the
24 board of examiners when that's approved.

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1 So we're trying to do like every other state
2 agency and follow NRS 333. We're not trying to get out of
3 that. We're just trying to streamline out of the contracting
4 process and have the authority like any other state agency.

5 MEMBER BARNES: Thank you.

6 MEMBER WEEKS: Stacie Weeks for the record. I
7 just want to echo all of that. As a state employee, I just
8 want to say that I think it's the right thing to do. Better
9 government, streamlining. Our purchasing process is too
10 long. And I think I completely support what you're doing
11 with that bill. And I also very much support the quality
12 control officers actually reporting to PEBP. I think that
13 makes complete sense. So thank you.

14 CHAIRPERSON GRIMMER: Any other comments or
15 discussion? Okay. With that we'll close agenda --

16 MEMBER KELLEY: Michelle Kelley here.

17 CHAIRPERSON GRIMMER: Sorry. Go ahead.

18 MEMBER KELLEY: Thank you. I just -- I wanted to
19 go back to AB-2022. I'm sorry about this. Just something,
20 Executive Officer Glover, you said. You said that the board
21 would still be the approval of the -- approver of the
22 contract. If we're being removed from the process, I don't
23 understand how we would still approve a contract if we're not
24 in the process anymore.

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1 MS. GLOVER: This is Celestena Glover for the
2 record. So what we're looking at is a closed session in the
3 middle to discuss the RFP. What we want to do is streamline
4 our process so that the board will approve us going to RFP in
5 the first place. So it makes sense to me that if you told us
6 to go out to bid that you're expecting us to come back with a
7 contract. We can bring that contract back then and say this
8 is what we've done, this is where we have approved, this is
9 our recommendation, and the board can give their formal
10 approval at that time. But we can shrink that time.

11 Like, the RFPs we've got released right now, I
12 could be bringing that to you today. As it stands, I will
13 not be bringing that to you until the end of January. So
14 we're trying to close that gap.

15 MEMBER KELLEY: So, if you could bring it to us
16 today, why haven't you?

17 MS. GLOVER: Because I have to have a closed
18 session -- Sorry. This is Celestena Glover for the record.
19 I have to have a closed session to discuss the RFP itself,
20 the outcome of the evaluation committee, the negotiations,
21 everything that has happened to get the contract in place
22 with the winning vendor. So, if I have to do that, I can't
23 bring the contract to you to approve.

24 With the closed session, it also requires
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1 purchasing attend either virtually or in person, and that
2 delays us being able to get -- meet our deadlines with the
3 BOE because our board meetings don't necessarily align with
4 the deadlines for the Board of Examiners agenda deadlines.

5 MEMBER KELLEY: Okay. Thank you.

6 I guess, you know, just a couple of things in
7 response to -- I think the quality control officer, I think
8 there was a point in time where it made sense for her to
9 report to administration. You know, I think that was very
10 much a point in time. So I have no objections to that.

11 I guess I struggle with what the, as a board
12 member, what we do if we're no longer involved in anything
13 other than kind of giving permission for an RFP to be
14 released. You know, I kind of see us as willing to do plan
15 design, cost control. You know, we're made to have, you
16 know, some say over the design. And, piece by piece, that's
17 kind of being removed. And so, you know, even during I think
18 the -- maybe two years ago, the plan design, we designed a
19 plan that the governor's office or the budget office or
20 someone decided we should have something different.

21 So I'm just -- I'm kind of struggling with
22 exactly as a board member, you know, what I'm doing here
23 every month.

24 And then just from a process standpoint, I don't
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1 recall us talking at the board about these BDRs, so I'm not
2 sure if I missed it. But I thought, you know, anything
3 impacting PEBP would come to the board first for discussion.
4 So I'm just wondering how these BDRs were filed without them
5 coming to us. But that's all. Thank you.

6 CHAIRPERSON GRIMMER: Ms. Weeks.

7 MEMBER WEEKS: Stacie Weeks for the record. I
8 appreciate that, Michelle. I think it would be helpful for
9 us to have counsel at some point go over our authority. I
10 don't know necessarily if the board has that kind of
11 authority. So, I just want to start with that, based on my
12 own read.

13 Second of all, I, again, think it is process that
14 we're talking about and I will say it does take a long time.
15 And I appreciate the idea of removing months in the process.
16 And, if a board member really feels strongly about being part
17 of the procurement, you can sign up to be on the RFP. Like,
18 I feel like I'm having to do a lot lately sitting on those
19 myself. So, if you, Michelle, want to take my place, I would
20 love that, because I have a pretty full schedule. But I
21 think board members we're always being asked to sit on these
22 RFPs. And that is the best way to be involved and engaged in
23 actually scoring these. I don't even think the closed
24 session really allows a board member to be that engaged in

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1 the process. So I just would really recommend that board
2 members sign up and agree to sit on these RFP evaluation
3 committees.

4 MS. GLOVER: This is Celestena Glover for the
5 record. So, when the BDR submittals were done, we were asked
6 by the governor's office to keep our requests confidential
7 until such time as the governor's office released them. So
8 they didn't come to the board per direction from the
9 governor's office. And, same as our budget, we could give
10 you a real high level of what our intent is, but we couldn't
11 really provide any detail, because it's confidential until
12 such time as gov rec comes out and the governor's office
13 releases that budget. So some things we are held to the same
14 standard as the rest of the state where we can't release that
15 information because our meetings are public. And so we have
16 to tread lightly on what we say or don't say.

17 CHAIRPERSON GRIMMER: Any further comment?

18 MEMBER KELLEY: Just a last comment. Thank you
19 for that explanation, Executive Officer Glover. That kind of
20 makes sense with other things. So thank you.

21 And, just in response to Board Member Weeks, I
22 have put my hand out for plenty of RFPs, so thank you, for
23 PEBP.

24 MEMBER WEEKS: Good.
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1 CHAIRPERSON GRIMMER: Okay. Seeing no further
2 discussion, we will close Agenda Item Number 5 and move on to
3 Agenda Item Number 6, discussion and acceptance of Claim
4 Technologies Incorporated audit findings for the State of
5 Nevada Public Employees' Benefits Program plans administered
6 by UMR for the period of April 1st, 2024 through June 30th,
7 2024. Joni Amato, Claim Technologies Incorporated, for
8 possible action.

9 MS. AMATO: Hi. Good morning. For the record,
10 my name is Joni, J-o-n-i, Amato, A-m-a-t-o.

11 The scope of the UMR claim audit included all
12 claims, medical and dental, processed during the period of
13 April 1, 2024 through June 30th, 2024. The medical and
14 dental claims paid during the fourth quarter total
15 approximately 70.6 million dollars and included approximately
16 228,000 claims processed. The audit included the following
17 components: A quarterly and annual performance guarantee
18 validation, 100 percent electronic screening with 50 targeted
19 samples, a statistically valid stratified random sample of
20 200 claims, data analytics. The fourth quarter audit also
21 included an annual operational review and annual eligibility
22 verification that incorporated eligibility data obtained from
23 TELUS Health.

24 In our auditor's opinion, UMR financial accuracy,
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1 overall accuracy, and claim turnaround time within 14 days
2 decreased this quarter. We did observe an improvement in
3 claim turnaround time within 30 days.

4 The two performance guarantees for claim
5 turnaround time were met in the fourth quarter. The
6 performance guarantees were not met for financial accuracy
7 and overall accuracy. This results in a penalty of 2.5
8 percent of the administrative fees for the quarter for
9 \$34,307.68.

10 We recommend reviewing the financial errors
11 identified in the random sample audit to ensure that the root
12 cause has been identified and claim process of training or
13 system corrections are made where appropriate. We also
14 recommend reviewing the results of the electronic screening
15 and targeted sampling to focus on potential recovery and
16 process improvements mainly in the areas of incorrect
17 provider discounts applied and duplicate payments.

18 We also recommend PEBP review the eligibility
19 verification results to determine if improvements can be made
20 in the work flow to reduce payments for ineligible claimants
21 in the future. I'm happy to take any questions.

22 CHAIRPERSON GRIMMER: Thank you.

23 Are there any questions from the board?

24 MEMBER STRASBURG: Betsy Strasburg. Just a
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1 suggestion because the next audit is going to be the last
2 audit of this calendar year. I would like to recommend that
3 we have a page in this audit that shows the summary section
4 over the year so we can see if there's any trends that is
5 becoming visible and also areas where definite improvements
6 have been done over the years. Thank you.

7 CHAIRPERSON GRIMMER: Thank you.

8 Any other comments or questions?

9 MEMBER WEEKS: Stacie Weeks. I would support
10 that. I think that would be helpful for us in the next
11 report, too.

12 CHAIRPERSON GRIMMER: Okay. Do I have -- Go
13 ahead.

14 MS. GLOVER: So just a -- This is Celestena
15 Glover for the record. Just for clarification, the audit
16 just presented was quarter four, so that was the end of plan
17 year 24. June 30th is the end of our year. So what you're
18 going to see at the next audit is the first audit for the new
19 plan year. So we can look at incorporating those suggestions
20 for the close of plan year 25, which would be probably this
21 time next year that you would see that report if that would
22 work.

23 MEMBER STRASBURG: So Bepsy Strasburg again. If
24 that's the case, in the second quarter of the next fiscal
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1 year audit, maybe we can have a running page that shows the
2 first and the second quarter. That would be great. Thank
3 you.

4 CHAIRPERSON GRIMMER: Any further discussion?

5 MS. AMATO: Can I make one point real quick?

6 CHAIRPERSON GRIMMER: Yes.

7 MS. AMATO: I'm not sure if it's helpful or not.
8 But, towards the end of the report for UMR, there is a table
9 that shows the improved -- just the performance for each of
10 the financial accuracy, overall accuracy, and claim
11 turnaround time at the end for each of the four quarters for
12 fiscal year 24. I don't know if that's helpful or if that's
13 what you're looking for.

14 MEMBER STRASBURG: Betsy Strasburg. Is that page
15 24?

16 CHAIRPERSON GRIMMER: Yes.

17 MEMBER STRASBURG: So that's the total. I would
18 like to see the quarterly trend.

19 MS. AMATO: So that's by quarter.

20 MEMBER STRASBURG: By quarter.

21 MS. GLOVER: That's on there.

22 MEMBER STRASBURG: Oh, I see it. Okay. Thank
23 you.

24 MS. AMATO: Is that what you're looking for?
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1 MEMBER STRASBURG: So that gives the metrics and
2 then also the financial amount that they're paying as
3 penalties. If that could be included, that would be
4 wonderful.

5 MS. AMATO: Okay. Absolutely.

6 CHAIRPERSON GRIMMER: Okay. No further
7 discussion, I would take a motion to approve this item.

8 MEMBER STRASBURG: Motion to approve Item Number
9 6 as presented.

10 CHAIRPERSON GRIMMER: Okay. Do I have a second?

11 MEMBER BARNES: This is Jim Barnes. I second.

12 CHAIRPERSON GRIMMER: Okay. Any further
13 discussion? Seeing none, I'll take a call for the vote. All
14 of those in favor signify by saying aye.

15 (The vote was unanimously in favor of the motion)

16 CHAIRPERSON GRIMMER: All of those opposed?
17 Motion passes.

18 We'll close Agenda Item Number 6 and move on to
19 Agenda Item Number 7, discussion and acceptance of Claim
20 Technologies Incorporated audit findings for State of Nevada
21 Public Employees Benefits Program plans administered by Via
22 Benefits for the period of July 1st, 2023 through June 30th
23 2024. Joni Amato, Claim Technologies Incorporated, for
24 possible action. Please go ahead.

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1 MS. AMATO: Hi. This is Joni Amato for the
2 record. The scope of the Via Benefits audit included all HRA
3 claims processed during the period of July 1, 2023 through
4 June 30th, 2024. The HRA claims paid during the audit period
5 totaled approximately 19 million dollars and included
6 approximately 192,000 transactions. The Via Benefits HRA
7 audit included an annual operation review and performance
8 guarantee validation, a random sample audit of 200 claims, an
9 eligibility verification, which also included obtaining data
10 from TELUS Health.

11 In our auditors' opinion, Via Benefits showed
12 improved service from the prior audit period and exceeded all
13 of its 2024 performance guarantees, including all
14 self-reported metrics. No penalties are due for the plan
15 year 2024.

16 There were two financial errors cited in the
17 random sample audit, one for duplicate payment and one for
18 payment of an ineligible expense. We recommend reviewing the
19 financial errors identified in the random sample audit to
20 ensure that root cause has been determined, identified, and
21 claim processor training or coaching has taken place.

22 Thank you for your time. And, if you have any
23 questions on this audit, I would be happy to answer.

24 CHAIRPERSON GRIMMER: Okay. Thank you.
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1 Board, are there any questions? Okay. Seeing
2 none -- Do you have questions, Celestena? Do we have a
3 motion to approve this item?

4 MEMBER BARNES: This is Jim Barnes.

5 MEMBER STRASBURG: Go ahead.

6 MEMBER BARNES: Sorry about that. Jim Barnes. I
7 move approval.

8 CHAIRPERSON GRIMMER: Do we have a second?

9 MEMBER STRASBURG: Second.

10 CHAIRPERSON GRIMMER: Any further discussion?
11 Seeing none, I'll call for the vote. All of those in favor
12 signify by saying aye.

13 (The vote was unanimously in favor of the motion)

14 CHAIRPERSON GRIMMER: All opposed? Motion
15 passes.

16 We'll close out Agenda Item Number 7 and move on
17 to Agenda Item Number 8, Health Savings Bank Investment
18 discussion. Celestena Glover, Executive Officer.
19 Information and discussion. There is no written report.

20 MS. GLOVER: This is Celestena Glover for the
21 record. During the last board meeting, I believe it was
22 Board Member Kelley had asked if we could have HSA come in
23 and do a presentation regarding investments and how the HSA
24 bank essentially does their processes. And that is what this
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1 agenda item is for. And we do have representatives from HSA
2 here to answer questions. They'll provide a brief review and
3 then answer any questions the board may have.

4 And, with that, I'll turn it over.

5 MR. SEAVER: Hi. This is Ed Seaver with HSA
6 Bank. Can you hear me okay?

7 CHAIRPERSON GRIMMER: Yes.

8 MR. SEAVER: Great. So thank you for letting us
9 join the meeting today. Once again, my name is Ed Seaver.
10 I'm a senior managing director here at HSA Bank, reporting in
11 to our CEO Chad Wilkins.

12 I know that there were a couple of questions that
13 were provided in advance of the meeting that I am happy to go
14 through, unless the board has any specific questions that
15 they wanted me to answer in advance.

16 CHAIRPERSON GRIMMER: Board Members, are there
17 any specific questions before he goes to the written
18 questions?

19 Go ahead.

20 MR. SEAVER: Okay. Great.

21 MEMBER KELLEY: I'm sorry. I was trying to find
22 my hand to put it up.

23 CHAIRPERSON GRIMMER: Go ahead, Michelle.

24 MEMBER KELLEY: Michelle Kelley for the record.
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1 My specific question is around the transition to the new
2 investment hub that is already -- has kind of started and is
3 going to continue. I'm wondering -- I've had a lot of
4 questions and I have questions myself, but I've also had
5 questions from users of the investment portals, because we
6 were given different information at the customer service
7 level about if we have allocations at Schwab at the moment in
8 investments they're still allowed to stay there. I think
9 initially we were told that as long as they stay invested
10 they'll stay there for ever.

11 And then when I called most recently, which was a
12 few months ago now, I was told no, no, in February we're
13 going to all be forced out.

14 So I think I would really like to get some
15 clarity around exactly what is happening with the I think
16 maybe the Schwab remaining for participants out there and if
17 those monies are being forced across to this new model that
18 has a monthly -- a basis point charge on top of investments,
19 then when that's going to occur and how people can opt out of
20 that, if they can opt out. So that's kind of where my
21 specific questions lie. And thank you.

22 CHAIRPERSON GRIMMER: Vendor, are you able to
23 answer the questions?

24 MR. HOPKINS: Madam Chair, it looks like it's
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1 still in the call. It looks like he's muted right now.

2 MS. PEDRONI: It looks like we lost him. I don't
3 think he can hear at this time. This is Ruth Pedroni, HSA
4 Bank. I'm senior account executive for PEBP.

5 So, Michelle, I'm going to go ahead and just let
6 you know that, you know, Schwab currently right now is at
7 sale only. We're not allowing any more money to transfer in
8 to Schwab. But, you can still, you know, you can still
9 manage the Schwab account, you can still reinvest your
10 dividends and, you know, anything you earn off any earnings
11 within the Schwab portfolio that you have. It's just that
12 you can't move anymore money from HSA Bank to Schwab.

13 You know, coming in 2025, you will receive
14 notifications of, you know, how you will be able to go ahead
15 and manage that Schwab account. More likely it is a status
16 quo status right now. If you have any type of Debonair
17 mutual funds, we are going to be providing step-by-step
18 instructions coming in 2025, prior to March, of how to
19 either, you know, sell those funds or do a transfer in kind.
20 You'll be able -- You'll be receiving your e-mail
21 instructions, if you have any type of governing mutual funds.

22 So we are going to be providing continuing
23 communication, as we have been, since July of 2024 to our
24 investors, our current investors. So you will be receiving
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1 instructions in regards to the Debonair mutual funds. And,
2 as it stands right now for Schwab, it is currently, like I
3 said, at a sell-only status.

4 CHAIRPERSON GRIMMER: Thank you. Any further
5 questions?

6 MEMBER KELLEY: It's Michelle Kelley again. I
7 guess what I'm having issues with is that we're all very busy
8 people. And working out these instructions without a full
9 timeline is kind of troubling. So is there a full timeline
10 available to participants now who are either in Debonair or
11 Schwab of exactly what's going to happen and when it's going
12 to happen? Because, you know, yes, we're getting
13 communications. But, as I say, kind of the dribbling out of
14 information is, you know, it just requires people to keep
15 engaging an issue when some of us our busy in our business
16 life and our personal life and would just like to understand
17 the timeline in its entirety.

18 So is the timeline including for Schwab in its
19 entirety already determined or is this just something that
20 you guys are working on as you go?

21 Because, investments are an important piece of
22 HSAs; right? I mean, the reason we have a high deductible
23 with an HSA is so that people can hopefully save for their
24 future medical costs. And, in order to save for your future

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1 medical cost, you have to keep up with inflation. And the
2 best way to do that is to invest your money.

3 And so, you know, nobody likes change. And I
4 understand that this is confronting and difficult for, you
5 know, for HSA Bank as well. So I'm sorry. I just -- It's
6 kind of just one of those things where, like, I just, I think
7 what I'm hearing from my members and what I personally would
8 appreciate is the full timeline of all activities and then,
9 lovely, keep educating us. But at least if we at least kind
10 of know exactly what the end game is and when the end is
11 happening, we can mentally prepare for it and start to, you
12 know, do whatever members want to do regarding that
13 situation. So thank you.

14 MS. PEDRONI: No. I agree totally, Michelle. We
15 do have on our public website under the members at HSA Bank
16 dot com, we do have an investment transition page which does
17 provide of course the options for choice select and manage
18 which we're offering on our new HSA invest platform. And
19 then we also have FAQs, if you have a Schwab account, we have
20 FAQs for Debonair out there available to you. And there's
21 the transition page. There is a current timeline of
22 important dates to remember. We don't have a timeline that
23 is going in to 2025 at this time. But we continue to update
24 this site for our investors. So this is a very -- it's

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1 available to you. It's out there at HSA Bank dot com,
2 members investment transition.

3 We also have an investment, HSA investment
4 options page where the information, again, explains your
5 investment options that we're offering now, choice, select
6 and manage, which, you know, choice is very similar going to
7 be to Schwab. It offers that large range of stocks, mutual
8 funds, ETFs. The select option, of course, is going to give
9 you that recommended list of mutual funds specific to your,
10 you know, unique risk tolerance and investment objectives.
11 And then the manage is coming in 2020 -- by the end of 2024
12 where it provides a higher level of personal relation where
13 IRA manage -- actually manages the account and rebalances
14 your investments on your behalf.

15 We have also out on the page we have, you know,
16 how to invest. It goes step by step. It gives you the steps
17 how to create your investment account through the enrollment.
18 We have an excellent video out there.

19 And then our pricing is also provided out there
20 for our members. So the pricing gives you for the manage,
21 the choice, and select, it tells you -- it gives you examples
22 quarterly, you know, regarding your investment balance so you
23 can see, like, if you have a \$10,000 balance and you're in
24 the select option, you know, how much will that be on your
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1 annual fee for your choice. So it kind of gives a nice
2 visual, too, of the fees out there.

3 So we are communicating. We always have this
4 website updated on the pages for our members again. And
5 then, of course, we're communicating through e-mails and post
6 cards for any members that do not have an e-mail on their
7 account.

8 MEMBER KELLEY: Thank you, Ruth. I have reviewed
9 that site several times and a lot of what I'm asking for was
10 not out there, otherwise I wouldn't have been asking.

11 MS. PEDRONI: Okay.

12 MEMBER KELLEY: So the transition stuff is not
13 out there very well. And, as I say, it's not just me. It's
14 other people, you know, in the south have outreached me.
15 And, when they call customer service, they can't get the
16 information either. So I am saying that you do have all the
17 new investment stuff and the cost outlined. What I would say
18 is that you're adding cost because Schwab currently we pay
19 management fees. We don't pay administrative fees to you.
20 And now we are going to be paying administrative fees to you
21 when we switch into the new stuff. So that's a significant
22 change, because fees are important, regardless of if it's
23 just ten basis points or you know .01 percent, fees are
24 important. But just outlining the full change would be very

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1 useful to have that on your FAQs.

2 And, with that, I appreciate you coming and
3 actually answering questions.

4 MS. PEDRONI: Sure. Well, I can provide
5 additional information to the board, you know, after this
6 meeting. If you're looking for something totally outlining
7 the HSA invest platform, I'll be happy to provide that to
8 you, if that's what you're looking for. And, hopefully, you
9 know, we'll be able to answer some additional questions maybe
10 in a closed session for you.

11 But, you know, in regards to customer service, I
12 just want to point out that if you have a particular call
13 that you were unsatisfactory with, you know, please reach out
14 to me or one of the board members and they'll get that e-mail
15 to me. We can always have that call reviewed. I mean,
16 unfortunately, you know, with 335 representatives, it's hard
17 to provide all the same answers. But, the resources and
18 training, you know, we continually strive to educate our
19 customer service representatives with ongoing education and
20 updated resources. But, as you well know, as well as you
21 know that it's hard on these type of call centers, you know,
22 the position, turnover, you're going to, you know, have more
23 experienced employees than others due to the tenor of the
24 person.

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1 So, if there's something in particular that
2 you're not happy with in regards to a response, you should
3 always, you know, reach out to me and I'll be able to address
4 that.

5 CHAIRPERSON GRIMMER: Okay. Thank you for that.

6 Any further discussion? Okay. We will close
7 Agenda Item Number 8 and move on to Agenda Item Number 9,
8 discussion and possible action regarding Carson-Tahoe
9 Health's expressed intent to leave the United Health Network
10 effective May 30th, 2025. Celestena Glover, Executive
11 Officer, for possible action.

12 MS. GLOVER: Good morning. This is Celestena
13 Glover for the record. So the report in your packet has some
14 options for the board to consider. Obviously, if the board
15 has additional ideas that are not presented in this report,
16 PEBP staff will take that and move forward according to your
17 decision.

18 This report essentially discusses the intent of
19 Carson-Tahoe not to renew their contract with United Health
20 Care at the expiration of the current contract. The current
21 contract expires at the end of May of 2025, which is about a
22 month before the end of our plan year. So that is going to
23 be an issue that we'll have to look at. Should this occur
24 then Carson-Tahoe effectively, the facilities and the

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1 providers in their organization, will no longer be in
2 network. PEBP members will be able to access it, but it will
3 be at a higher cost. Emergent and urgent care, obviously,
4 will be paid as an in-network service regardless of the
5 outcome of this contract.

6 We've had a number of meetings between the
7 governor's office, myself, and Carson-Tahoe, and
8 representatives from UMR and United Health Care. We've had
9 those meetings as a full group and independently with the
10 vendors so that they can speak their mind without the
11 opposing party being part of the discussion, so that we can
12 get a clear picture.

13 I will say right up front, this is not a PEBP
14 dispute. PEBP is in the middle of it because we are a big
15 employer in the Carson City area. It affects many of our
16 members who obtain services through Carson-Tahoe. And, based
17 on public comment and concerns of the governor's office,
18 concerns of PEBP staff, we are, you know, trying to help
19 resolve the issue. But we are limited as to what we can do
20 as an organization.

21 In our discussions with Carson-Tahoe, they have
22 provided a couple of options that we could consider, one of
23 those being a direct contract with Carson-Tahoe Health. The
24 drawback of that is that we do not internally have the

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1 expertise or the staff to actually administer a contract of
2 that type. We know that between the network and the third
3 party administrator that there is work done before those
4 claims are paid. That can't happen at PEBP. We don't have
5 those people. I wouldn't even know who to assign to it or
6 what they should be directed to do. So that would be a very
7 difficult task for our staff to take on.

8 The other option was to potentially enter in to a
9 contract with Nevada Business Group on Health, Nevada Health
10 Partners. They're often referred to as coalition. They have
11 a network and they are willing to allow PEBP to join that
12 network. The drawback there is there is additional fees
13 associated with that. Although the fees are not, you know,
14 they're not so high that we couldn't address those. But we
15 don't know what the ultimate cost of the claims will be. Our
16 expectation is that claims cost potentially would increase
17 regardless of the direction that we go, whether it's direct
18 contract, contracting with a coalition, or contracting with
19 another network altogether.

20 Part of the consideration we have to look at is
21 the requirement of NRS 333 and the contracting process. If
22 we enter in to any contract, we are required to do a formal
23 solicitation. We've had some discussions with purchasing.
24 Nothing in depth at this point, but just some high level what
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1 can we do, what are our options. And really our options are
2 to go to bid and let the normal solicitation process
3 determine who the network would be.

4 Obviously we would want to write the RFP in such
5 a way that the Carson-Tahoe would be in that network. We
6 don't know where that would ultimately land.

7 But, keeping in mind all of these things, should
8 we have to go out to bid, that is likely to result in
9 Carson-Tahoe becoming an out-of-network provider for the
10 close of plan year 2025 and the first several months of plan
11 year 2026, depending on how long it takes to get an RFP
12 written, put out on the streets for potential vendors to look
13 at, and receiving bids and evaluation and the whole process.
14 So that is something to keep in mind.

15 We did request that a member from Carson-Tahoe be
16 here to answer questions. And they are in the room. And we
17 also have representatives from UMR.

18 So, with that, I will turn it over to the board
19 for their discussion and questions.

20 CHAIRPERSON GRIMMER: Thank you for that.

21 Board members, is there any discussion?

22 Ms. Weeks.

23 MEMBER WEEKS: Stacie Weeks for the record. So,
24 when we were talking to purchasing, did we ask for a sole
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1 source since they are the only hospital and provider in this
2 area would there be an exception to procurement or any kind
3 of options around a full blown procurement? Just wondering
4 if you talked to them at all about those options.

5 MS. GLOVER: So this is Celestena Glover for the
6 record. They would be a sole source contract if we did a
7 direct contract. That is really not an option for us, simply
8 because we don't have the bandwidth to take that task on. So
9 that would mean potentially getting a second network and that
10 we could not justify a sole source because there are multiple
11 networks out there. I don't know which networks Carson-Tahoe
12 may be on. But we would have to at least explore that
13 option.

14 MEMBER WEEKS: Okay.

15 MEMBER KELLEY: Michelle Kelley. I have a
16 question.

17 CHAIRPERSON GRIMMER: Go ahead, Ms. Kelly.

18 MEMBER KELLEY: Thank you. Executive Officer
19 Glover, I'm just wondering, you know, I hear you, regardless
20 of the option we take it's probably going to increase our
21 cost.

22 Just to put some parameters around that, I'm just
23 wondering, obviously, a lot of state employees work and live
24 in Carson. Can you, off the top of your head -- I'm putting
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1 you on the spot. Can you say how much of the state employee,
2 maybe state lives, actually use that network? I'm just
3 trying to understand. Or what the dollar figure might be
4 that we're talking about as a claims expense. As I said, I
5 apologize for putting you on the record and I won't hold you
6 to any answer. I'm just -- I totally don't know.

7 MS. GLOVER: So this is Celestena Glover for the
8 record. I don't have that information in front of me. I
9 don't know if any of our vendors do.

10 Richard, do you have that information?

11 MR. WARD: In 2022 it was about 50 million in
12 claims.

13 (The court reporter interrupts)

14 MR. WARD: Richard Ward with Segal.

15 MEMBER WEEKS: Stacie Weeks for the record. On
16 that point, if we were going to be moving folks over to a
17 different group or different network, would those lives be
18 removed from our contract from UMR? And, if so, could we not
19 reduce the contract to UMR?

20 MS. GLOVER: So this is Celestena Glover for the
21 record. No, they would not be removed from the contract with
22 UMR. Same as if we brought in a new network or a secondary
23 network, we would add all the lives to that. And the reason
24 being is because we have people that live in Reno but their

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1 provider is in Carson. We have people in Carson, their
2 provider is in Reno. We have people in Vegas that travel to
3 Carson for work. We have people out of state that access
4 providers everywhere.

5 So, for ease of administering those particular
6 contracts, we would include our entire population in both
7 networks, so we would pay fees to both networks if that's
8 where we end up going.

9 MEMBER WEEKS: Stacie Weeks for the record.
10 Sorry. One more follow-up on that. So is there anything in
11 the contract with UMR where we can hold -- And I don't know
12 who is -- who is at fault, what the issue is that they're
13 arguing about. But part of the reason we contract with UMR
14 is to create a network. And, they bid, you know, agreeing to
15 create this network. And so is there any kind of penalty or
16 anything in that contract for UMR for not making this happen,
17 from a network adequacy standpoint?

18 MS. GLOVER: So this is Celestena Glover for the
19 record.

20 MEMBER WEEKS: Sorry.

21 MS. GLOVER: I think what I would like is for
22 representatives from Carson-Tahoe and UMR to come up and
23 answer your specific questions as to how they're addressing
24 these issues and what it would look like for PEBP members,
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1 rather than me trying to speak on their behalf. That is why
2 we requested they be here.

3 So, with that, I will request that those folks
4 come to the table.

5 MR. MYER: So Nathan Myer for the record. So
6 your question was is there anything in the -- I don't know
7 offhand what the language in the contract relative to term
8 clause is and network adequacy. I know when we looked at the
9 network adequacy reports that without Carson there are some
10 specialties that would change in terms of access for the
11 members residing in Carson City.

12 Richard, I don't know -- do you have those
13 reports in front of you?

14 MR. WARD: I can speak to them. So working from
15 a larger access radius and down -- And this is Richard Ward
16 with Segal. Okay if I answer? Okay. PEBP's traditional and
17 historic access standard is 50 miles. Using that standard,
18 there would be no impact on access for the removal of
19 Carson-Tahoe.

20 UMR reviewed geo access using two tighter
21 standards, 30 miles and 15 miles. At 30 miles there's still
22 no impact to access. At 15 miles there is an impact for some
23 specialties, as Nathan was mentioning, which would be for
24 infectious diseases, so these are specialty physicians.

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1 Infectious diseases, rheumatology, and for oncology surgical.
2 And the fourth one is endocrinology. And that standard,
3 that's based off of two -- access to two within 15 miles.
4 And so there's several people that would have access to one.
5 But there's also several that even with the -- even with the
6 current standards there's limited access to begin with. So,
7 there's just a limited number of providers, period.

8 One other thing that would be affected is access
9 to hospitals. Roughly 60, 65 percent of PEBP members that
10 live in Carson would not have access to a hospital within 15
11 miles. The average measurement, though, is 15.3 miles. So,
12 if the measurement was 16 miles instead of 15, a hundred
13 percent would have access. But there's some variance there
14 for people. Not everybody lives exactly 15.3 miles from the
15 hospital. And then the other 40 -- 35, 40 percent do live
16 within 15 miles. So there's going to be -- there would be
17 some impact to access.

18 I can't speak to what the terms are in the
19 contract, although I -- Just one more point. Although I
20 would expect that it would be based off of the 50-mile
21 measurement, if there was, because that's PEBP's historic
22 standard. But, without the contract in front of me and we
23 weren't under contract when that contract was negotiated, so
24 I don't have the institutional knowledge of that.

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1 MEMBER WEEKS: Stacie Weeks for the record.
2 Thank you for that. I think typically when we're worrying
3 about providers in a plan negotiating, first of all, I would
4 like to understand what's going on and why we can't come to
5 an agreement. That's my first question. My second question
6 is we should know as board members or we should have in front
7 of us what UMR is accountable for in terms of network
8 adequacy. And, so, if it's 50 miles, it sounds like we're
9 fine, but I would like more information on that. That is how
10 we hold vendors accountable. That is what we contract for.
11 So I think that's important for our conversation, regardless
12 of the decisions we make today.

13 But, if you guys are able to tell us what is the
14 issue, I think that would be very helpful for us to
15 understand. Because this is very important to our staff and
16 it's impacting their ability to get care. And I think we
17 need -- it behooves all of us to come to solution on this
18 issue.

19 MS. WILLIAMS: Agreed. Melissa Williams,
20 Carson-Tahoe Health for the record. Yes, great question. So
21 I would like to give some context to answer your question and
22 why we're here and this agenda item is up for discussion.

23 Back in October of 2023, over a year ago, we
24 entered in to a legal dispute, Carson-Tahoe Health with
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1 United Health Care, for underpayment in claim in millions of
2 dollars. These claims went back to 2022. So old age claims
3 and a lot of dollars outstanding.

4 After -- This legal dispute only incurred after
5 many attempts to resolve directly with United Health Care
6 representatives and without legal action.

7 The final settlement of that dispute initiated
8 over a year ago was not received until last month, October of
9 2024. And these are for claims dating back to 2022.

10 Carson-Tahoe Health continues to receive
11 post-payment audits and refund requests for the same issues
12 we were disputing in 2023, representing underpayment of our
13 contractually binding rates with United. This demonstrates
14 United Health Care's inability to resolve the root cause of
15 these payment errors and continue to pay us accurately moving
16 forward.

17 And we do believe that United's minimal efforts
18 to repair the contractual relationship with Carson-Tahoe
19 Health has left us no choice but to not renew this agreement.
20 And I know it's a very important agreement to this community
21 and to PEBP specifically.

22 To ensure our financial viability and continue to
23 serve the community that we do, we have to maintain
24 dependable reliable relationships with insurance companies,
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1 those of which we believe United has failed to provide.

2 Carson-Tahoe Health is committed to working with
3 PEBP and have identified alternative solutions, which have
4 been proposed to you today, to keep Nevada state employees
5 within the Carson-Tahoe network and without disrupting the
6 health care needs of the state workers.

7 So both of the options, I do want to disclose,
8 both of the options in front of you have been analyzed by
9 Carson-Tahoe Health and represent a savings to PEBP in
10 contractual rates, according to our analysis. And we will
11 continue to work with Segal. I know we've disclosed some
12 information, an NDA to Segal to refine the analysis to be
13 more complete, because we do believe that the options in
14 front of you are a savings for PEBP.

15 MS. MCFARLANE: This is Jean McFarlane with
16 United Health Care. I'm not here -- I want to first thank
17 the board for allowing us to be here and have a conversation
18 about this. And I'm not here to dispute, sort of get in to,
19 you know, what Carson is representing and what we're
20 representing.

21 What United has continued to say to Carson is
22 that it's our desire to continue to work together to resolve
23 our differences and to move forward in a constructive way in
24 the future.

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1 I think those of us that have been around
2 insurance for any length of time, right, there are always
3 differences of opinion, I will call it, relative to
4 contracted providers and the insurance company/the TPA in
5 this case, right, and processing of claims. And I don't
6 think it behooves us to sort of dig in to that all of that
7 today.

8 I think, you know our -- what we figure, what we
9 believe is in the best interest is for us to continue to work
10 together. Melissa and I continue to have conversations,
11 right. It's not like we're not talking to each other. So,
12 you know, it's our desire to continue to work together with
13 Carson to get to a place where we feel like we're maybe not
14 perfect but we're in a place where we're moving forward
15 together in a constructive manner, right. That's United
16 Health Care's desire at this point. And I don't know that
17 it's not Carson's desire, although they've stated, right,
18 that they want to go to termination. But we do continue to
19 have conversations together. So I don't want to represent
20 maybe sort of where they're at.

21 But we will continue. I think we'll continue to
22 talk. I mean, we do still have a relationship together.
23 It's not just PEBP members that they see under our contracts
24 today. So we're responsible to other people besides PEBP
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1 members that we need to continue to work together
2 collectively and address those issues. And that's our
3 intent.

4 CHAIRPERSON GRIMMER: All right. Thank you for
5 that. Any further questions?

6 MEMBER STRASBURG: Betsy Strasburg. In this
7 document there are a couple of suggestions that has been put
8 forward by Carson-Tahoe Health, but it doesn't say anything
9 about what maybe solutions or proposals that UMR/United
10 Health Care has presented. Is that confidential or can you
11 share? Have there -- What actions have been taken place over
12 the last six months to resolve this?

13 The second question I have is that for
14 Carson-Tahoe, the settlement is behind you, right, so that is
15 not the issue. The issue is going forward relationships;
16 right?

17 MS. WILLIAMS: Carson-Tahoe. This is Melissa
18 Williams from Carson-Tahoe. So the settlement, to your
19 point, yes, it's behind us from our initial dispute. One of
20 the points I made earlier is that we continue to see
21 underpayments, refund requests that are the stem of the cause
22 of all of those underpayments. So the root cause hasn't
23 been -- hasn't been rectified by UMR in order to pay our
24 claims accurately moving forward, which puts us in a constant

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1 fight and struggle to receive payment. So we don't see this
2 improving.

3 MEMBER STRASBURG: Do you have any --

4 MS. MCFARLANE: Jean McFarlane with United Health
5 Care. I guess my perspective on this, given your question
6 about sort of what we're doing to present things moving
7 forward to create solutions, is our teams work very closely
8 together. Melissa and I don't necessarily I think attend all
9 of those calls, but we're working very closely together with
10 regards to addressing ongoing claims issues. You know, we've
11 set up a cadence between our organizations to address things
12 going forward. I would say, you know, I don't have a
13 percentage available. But my lens in to what is outstanding
14 on what we would call working spread sheets is very small in
15 comparison to the very broad number of claims that we process
16 every day for Carson-Tahoe.

17 And is everything perfect? No, I wouldn't say it
18 is. We need to continue to work together with Carson to
19 address, you know, incorrectness.

20 I think it's very difficult for us to sit in this
21 room and say -- and try to address individual claims issues
22 and what may or may not be paid against contract, right.
23 There's those types of things that are going on in processing
24 all the time. So, you know, not only with Carson but with
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1 other systems and other providers. United is working with
2 them proactively all the time to resolve claims that may be
3 paid incorrectly.

4 And sometimes, sometimes we discover when we're
5 working together that Carson may have thought something was
6 paid incorrectly and we go through it and they say, yes,
7 you're right, it was paid correctly. And, vice versa, right.
8 This is sometimes how the relationship ends up working.

9 But, what we have said to Carson and proposed
10 over the last few months is, one, let's make sure that we're
11 working in a way that makes sense for Carson. We determined,
12 you know, how we would exchange claims, who the people that
13 we're going to be working on those spread sheets were, those
14 parties are meeting. We've presented a proposal to Carson
15 relative to modifying the construct of our contractual
16 arrangement, which we believe will assist, unless, I guess,
17 this agreement moving forward because we would change the
18 structure of the agreement as it exists today.

19 So those things are on the table. We just
20 haven't gotten to the point of us potentially looking at them
21 because, you know, we're working through resolution and
22 differences still.

23 MEMBER STRASBURG: Betsy Strasburg. I'm
24 confused. Are you saying that you provided a proposal that
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1 hasn't been acted upon and no progress have been made? Is
2 that what I'm hearing?

3 MS. MCFARLANE: We provided a rate proposal to
4 Carson-Tahoe, yes.

5 MS. WILLIAMS: Melissa Williams, Carson-Tahoe. I
6 can confirm that there was a rate proposal sent to us that
7 basically establishes the same rates we received today from
8 United. I don't believe that that proposal in and of itself
9 will resolve the issue. The underlying issues that we have
10 experienced and continue to experience in underpayments and
11 payment integrity of our claims. So, no, that proposal has
12 not been acted on.

13 Our teams do meet. We meet with every payer
14 regardless of where we are in the status. And there are
15 disputes with payers. Unfortunately, not really to this
16 level with any other payer.

17 And, I guess to answer your question,
18 Carson-Tahoe doesn't feel that there has been progress made
19 to resolve these root cause errors.

20 CHAIRPERSON GRIMMER: Ms. Kelley.

21 MEMBER KELLEY: Michelle Kelley for the record.
22 Firstly, I think, you know, what I'm hearing from UMR doesn't
23 seem to truly capture the situation. You know, I have
24 employees. Yes, I'm in the south. I have employees and when
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1 they need to go to the doctor, if they have to drive all the
2 way to Reno, if I was in Carson, we're talking about instead
3 of just being able to pop out at lunch time, we're talking
4 about a half day. That's just for routine doctors
5 appointments, right. So, as an employer, we kind of -- we
6 need kind of our health care providers, especially the
7 primary care providers and the specialists, to be closer, you
8 know. And I think, yes, we have the geographic 50 miles, but
9 I don't think, you know, I think that's more -- we usually
10 use that for more rural areas. And, I wouldn't consider
11 Carson City to be a rural area for Nevada, because it's our
12 capital.

13 So I think, you know, I have great concerns about
14 not -- our participants not being able to access that
15 hospital.

16 Additionally, I think -- And I can't even talk to
17 the, you know, to the specialists and providers. But at
18 every -- at all of the last meetings I think for the six
19 months that this has been in dispute, we've had, you know,
20 members of the Carson City area come and give testimony
21 during public comment. So this is a big issue.

22 And I just want to put out there that, you know,
23 honestly, I think if we have to -- Executive Officer Glover,
24 you know, my personal opinion is if we have to go out to RFP
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1 then I think we go out to RFP. We don't go out to RFP to
2 fill a gap in Carson-Tahoe. We give UMR notice that we're
3 going to discontinue their contract and we go out to RFP for
4 the statewide and the nationwide network. You know, we've
5 had a lot of issues with UMR, you know, which we thought were
6 resolved. The audit report today says, you know, four steps
7 forward and I think actually the month -- the quarter over
8 quarter showed four steps forward and six steps back. So
9 we've had issues ourselves with them. And now we're hearing
10 that the population won't have access in the town that they
11 live.

12 So, you know, I'm just going to put it out there
13 as the bad guy that, you know, if this dispute cannot be
14 resolved, then we need to go for RFP for the statewide
15 network and the nationwide network. Because, prior to UMR
16 taking the business, we did do an RFP and there were other
17 contenders for the business. Thank you.

18 CHAIRPERSON GRIMMER: Thank you.

19 Ms. Weeks.

20 MEMBER WEEKS: Stacie Weeks. Michelle, I think
21 that's a great conversation we need to have. And, if we do
22 that, I don't know if that's going to solve the problem. But
23 I do think we need to talk about if we do go back out to bid
24 what it looks like improving our network adequacy standards,
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1 ensuring that we're able to monitor for these types of
2 issues.

3 If this is really happening to Carson-Tahoe and
4 what they're going through, it's an extreme burden and that's
5 why they're backing out. And I think we need to have better
6 oversight in to that in to our third party administrator.

7 And, so, if we're going to go out, I really want
8 us to look at how we're going to hold a vendor accountable.
9 And maybe we need to have more than one. I don't know. We
10 need to talk about all of those things. But I just want to
11 make sure that if that's the direction we're going that we
12 get recommendations on how to do that in a way where we don't
13 end up here again in the future.

14 CHAIRPERSON GRIMMER: Thank you for that.

15 MS. GLOVER: So this is Celestena Glover for the
16 record. So I am looking at the contract and we do have
17 language regarding the network administration but not
18 specific to network adequacy outside of the 50-mile access
19 limits.

20 So, from a contracting standpoint, that would not
21 be the hammer, essentially, if that's the direction the board
22 wants to go.

23 I think going to RFP, obviously we can do that if
24 that's what the board wants to do. I don't know that

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1 terminating the contract with UMR is necessarily the answer.
2 But, again, we will proceed at whatever direction the board
3 gives us.

4 What we are looking at, you know, what I have
5 said in this would result in two networks. One that would
6 ideally include Carson-Tahoe. UMR's contract would stay in
7 place until their normal termination and then we would go to
8 bid. And then how would we address that. Because, one of
9 the things that I did put in my report, the concern is
10 whether it's direct contract or a secondary network is other
11 providers who may or may not have a valid reason to terminate
12 their contracts with UMR may see this as an avenue to go to
13 another network hoping for better terms. And those are
14 things that we need to consider as far as, you know,
15 confusion for our members as to who they can go to, what it's
16 going to cost them and all the things we hear all the time
17 and what it cost a client. Because if it costs the plan more
18 and it costs the members more, that means the rates go up.
19 Employer contributions can only go so far. And that means
20 it's coming out of the employees' pockets. So all of those
21 things we have to take in to account with any decision in any
22 direction we go in.

23 MEMBER STRASBURG: Betsy Strasburg. Carson-Tahoe
24 is a community hospital. So it worries me that it's not
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1 going to serve a big population of the community. And it's
2 not just PEBP members. There are other people who live here
3 and want to have access to a hospital within easy distance.
4 So I'm troubled by that very much.

5 And the Carson-Tahoe has recommended this Nevada
6 Business Group on Health and Health Partners. Question for
7 UMR, United Health Care, I'm sure you do competitive analysis
8 all the time with other such service providers. So, apart
9 from not addressing the root causes that Carson-Tahoe has
10 indicated, have you looked at what is this provider supplying
11 that maybe you can copy or duplicate or whatever to resolve
12 some of the root cause issues that Carson-Tahoe is worried
13 about?

14 MS. MCFARLANE: I'm not familiar with -- This is
15 Jean McFarlane with United Health Care. I'm not familiar
16 with the construct of their contracts with Nevada Business
17 Group on Health. I mean, I would comment kind of generally
18 that UMR or any TPA, you know, managed their entity is
19 generally going to have reimbursement and medical policies
20 and other things that are followed with regard to payment of
21 claims. And, maybe I'm reading in to your comment, Tena.
22 But, I mean, I don't know that changing always a contract
23 relationship or a TPA does away with those types of items
24 that may be some of the concern, right, from a provider

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1 relative to how claims are processed. Because there's always
2 claims-lodging rules that applies to things, right, that
3 impact payment, regardless of who is processing the claim,
4 whether it be us or another TPA.

5 I do want to add, though, just in response to
6 sort of the conversation around our proposal to Carson-Tahoe,
7 the payment methodology that we have provided is different in
8 construct than what we have currently today and it is United
9 Health Care's belief that it will support improvement of the
10 relationship relative to some of the items that have been of
11 concern that Carson-Tahoe has brought to us. So we do think
12 it will make a difference.

13 CHAIRPERSON GRIMMER: Ms. Kelley.

14 MEMBER KELLEY: Michelle Kelley for the record.
15 So, I just kind of wanted to get, I guess, confirmation from
16 the executive officer that UMR is the network in the north
17 for all of our plans, right, including the EPO? So, there's
18 no options for employees to switch plans to keep that, you
19 know, the Carson-Tahoe Hospital.

20 MS. GLOVER: This is Celestena Glover for the
21 record. You are correct, UMR is our TPA network for all of
22 our self-funded plans, north, south, and nationwide.

23 MEMBER KELLEY: Thank you.

24 And, then, I have a follow-up, because in reading
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1 the, kind of the suggested changes, I kind of heard you say,
2 well, you know, and rightly so, we won't be able to release
3 an RFP and have a network in place by June 1st to capture
4 this. And given, obviously, all of the proposals, add
5 significant work load. And then I just heard you kind of
6 say, well, we also have to be careful because we don't want
7 to give other networks the opportunity to, you know, say,
8 well, you know, if we -- if we take this to the extreme then
9 PEBP is going to reward us, essentially.

10 So I'm just wondering -- And those are my words,
11 not anyone else's words, so I don't want to offend anyone.
12 I'm just wondering do you and staff have a preferred option
13 here? I know you didn't want to say.

14 MS. GLOVER: This is Celestena Glover for the
15 record. I do have a preferred option. I would like UMR and
16 Carson-Tahoe to work it out so we can keep providing the
17 services for our members that they need and want. Right now
18 the way things have been going, the -- between meetings and
19 discussions and research, trying to determine how we can
20 address this issue has increased work load internally. We
21 are relying on our vendors to provide analysis and data every
22 time we come up with an idea, can we do this, can we do that.
23 And so far we haven't really settled on an alternative to
24 what is in place currently that wouldn't result in a lot of
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1 additional work for staff and confusion for our members. I
2 foresee if we end up -- whether we direct contract or have a
3 secondary network, I see a lot of confusion for our members
4 and my call center blowing up because of it. And that is
5 something I would like to avoid as much as we reasonably can.

6 We know that anytime we make a change there
7 drives a lot of questions. There's a lot of uncertainty
8 right now. You know, we do have members that are trying to
9 determine if there is another provider in town that they can
10 go to, another, you know, medical group or whatever it is.
11 There are some alternatives for providers that aren't
12 necessarily under the Carson-Tahoe umbrella. But how many
13 patients can they take on? How many of those patients are
14 currently seeing Carson-Tahoe providers? I don't know. And,
15 you know, traveling if they live in Dayton, Gardnerville, or
16 whatever, if it forces them to travel in to Reno, you know,
17 we are looking at people that are driving more than 30 miles
18 to get -- potentially get to a hospital, get to a provider.
19 So we are trying to look at all of these different areas.

20 But, ultimately, as I said, the best course of
21 action for PEBP and PEBP staff are to have the two parties
22 come to some sort of negotiated agreement that all parties
23 can live with and that doesn't put PEBP members in the
24 middle.

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1 MEMBER WEEKS: Stacie Weeks for the record. How
2 long has this been going on, the negotiations, and we haven't
3 gotten anywhere?

4 MS. WILLIAMS: This is Melissa Williams,
5 Carson-Tahoe Health. The disputes have been going on for
6 over a year and a half. The proposal we received was some
7 time in late summer from United Health Care, which does
8 change the structure of how we're reimbursed. It doesn't
9 change the amount of how we're reimbursed.

10 I might add, United Health Care is rolling out a
11 policy on December 1st that will be detrimental to health
12 care providers across the United States and further reduce
13 reimbursement. And that's another reason that we feel -- we
14 don't feel this relationship can move forward.

15 MEMBER WEEKS: Stacie Weeks for the record. If
16 we were to say that we're committed to going back out to bid,
17 would you -- would you guys come to some sort of temporary
18 agreement while we work on and allow staff the time to
19 actually develop some sort of RFP to go back out and see if
20 there is a better option?

21 MS. WILLIAMS: Melissa Williams, Carson-Tahoe.
22 Yes, that has actually been an option we've been discussing
23 with Tena over the past few months.

24 CHAIRPERSON GRIMMER: Any further questions?
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1 MEMBER STRASBURG: Yeah. I was going to suggest
2 that if the date of May can be pushed further to allow both
3 the two parties as well as PEBP to work out a solution that's
4 acceptable for all. Because it sounds to me there's either a
5 money issue or a process issue. And, coming from a process
6 improvement side of career, I think process issues can
7 resolve. Money issues are harder to solve for both parties.

8 My real concern is that irrespective of what we
9 do, having -- is having one provider provide future risks,
10 are we going to be here another years time or two years time,
11 given that Carson-Tahoe is a very big provider of services in
12 Carson City. So that remains unresolved in my mind.

13 MS. WILLIAMS: And, Melissa Williams,
14 Carson-Tahoe. To your point, I can't predict the future,
15 right, and we've been interacting and maintaining
16 relationships with payers for 75 years. We just celebrated
17 that anniversary this year. This is the first time in my
18 almost ten-year career with Carson-Tahoe that we have made a
19 decision like this.

20 MEMBER WEEKS: Sorry. Stacie Weeks for the
21 record. How many other payers do you guys contract with that
22 you don't have these issues with? I mean, I'm just curious.
23 Because it feels like to me this is a United issue. Are
24 there other carries that you work with that you feel are

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1 doing this better and you're not constantly fighting over
2 claims?

3 MS. WILLIAMS: Yes. Melissa Williams,
4 Carson-Tahoe. We're contracted with almost all major payers.
5 If there's a carrier network, we'll become a network, right.
6 So we strive to be in contract with any plan in our community
7 that we serve. And, yes, we work with many payers, some
8 better than others. And it's not to say that we don't have
9 disputes with payers and we have over the years. But we
10 resolve them, and we resolve them without involving the
11 community and the members. And I think that's the
12 difference.

13 CHAIRPERSON GRIMMER: Okay. Anything further?

14 MS. MOONEYHAN: Ms. Woodward raised her hand.

15 CHAIRPERSON GRIMMER: Ms. Woodward.

16 MEMBER WOODWARD: Yes. Thank you. Janell
17 Woodward for the record. I would like a clarification
18 because I feel like maybe I've heard a couple of different
19 things. But is the issue -- I guess, first of all, is the
20 issue that UMR is paying you incorrectly or is the issue that
21 you want more reimbursement than is allowed by our plans?

22 MS. WILLIAMS: Melissa Williams, Carson-Tahoe.
23 Paying us incorrectly is the answer to our question. We're
24 not asking for additional reimbursement, just the

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1 reimbursement that we've contractually agreed upon.

2 MEMBER WOODWARD: So I guess the second question
3 would be that you made a comment about UMR instituting a
4 policy going forward, in the future going forward, that would
5 result in less payment. And I'm not sure how that's possible
6 when they would need to abide by what is allowable in our
7 plans.

8 MS. WILLIAMS: Thank you. Melissa Williams
9 again. That's a great question. The policy, it's risky.
10 You know, there's a lot of members across the United States,
11 providers in general, that are raising red flags about this
12 policy. Essentially what it would do is disqualify certain
13 charges that the federal guidelines allow us to charge to
14 insurance companies or members and disqualify them from
15 reimbursement. So, further discounting what we've already
16 agreed to in a contract.

17 MEMBER WOODWARD: Thank you very much.

18 CHAIRPERSON GRIMMER: Okay. It's listed for
19 possible action. Do we have a motion?

20 MEMBER KELLEY: Michelle Kelley for the record.
21 It seems like our discussion is kind of veered in the
22 direction that -- Let me say it and then see if anyone wants
23 to structure it as a motion. But, it seems like, you know,
24 we want to give direction to UMR to work extremely hard to
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1 resolve this issue. This is a big issue to PEBP. We need to
2 have it resolved and -- and/or we also would like
3 Carson-Tahoe to start working with UMR to perhaps extend that
4 May deadline and have PEBP staff start working on the -- on
5 structuring an RFP for that second network, you know, so that
6 we can continue to get services for our employees in Carson
7 City, Dayton, and Gardnerville and all the other places they
8 live. That's what I'm thinking.

9 I'm thinking kind of that we need three things to
10 be happening simultaneously. We need these discussions to
11 resolve themselves. We need, you know, ideally we would
12 have -- UMR would come to the table and resolve these
13 claims-paying disputes.

14 But, in the case that it just isn't going to
15 happen, then I think we do need to start working on an RFP
16 for that second network, since I agree with Executive Officer
17 Glover that we just don't have the staff or the experience or
18 the knowledge to be paying claims directly. And, while we do
19 that, we need to, you know, we need some assurance from
20 Carson-Tahoe that they'll continue the contract while that
21 occurs if they can't come to terms.

22 Executive Officer Glover, does that sound like
23 appropriate action for today?

24 MS. GLOVER: This is Celestena Glover. Yes. I
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1 think if we can get that in to some sort of a motion to
2 essentially go to bid for a second network and to encourage
3 UMR and Carson-Tahoe to continue talks, especially with
4 extending the existing contract for a period of time to allow
5 us significant -- sufficient time to get an RFP on the
6 streets. We need a -- We need at least four to six weeks to
7 write an RFP to start with and then we need to build in the
8 time that it would be released, the time for analysis of
9 whatever bids come in, and then evaluation committee to meet.
10 And right now until our bill gets processed then we're
11 looking at closed session to talk about those negotiations
12 and when can it ultimately get to the board of examiners. So
13 we're potentially looking at a contract not going to the
14 Board of Examiners until anywhere between July and December.
15 I can't narrow it down anymore than that, because it really
16 depends on how long it's going to take to get everything
17 written and out and get the bids analyzed.

18 And then UMR is also our TPA, our third party
19 administrator. Will that network work with the TPA. That
20 needs to be part of our RFP so that we don't end up with two
21 TPAs. Because that's, like, I'm going to run screaming down
22 the road.

23 So we need to still continue to work with UMR
24 because we don't want competing issues in that area. Like I
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1 said earlier, my preference would be for UMR and Carson-Tahoe
2 to work things out. That would be our ideal solution. But,
3 you know, we understand that it's a business decision between
4 the two. We are not a party to the talks between them. So I
5 can't give you anymore detail than that.

6 I do know that a couple of people did voice their
7 concerns about the future. You know, going to a second
8 network doesn't mean that we won't have a similar issue
9 between Carson-Tahoe and the second network or some other
10 provider who might be in the second network and that network.
11 Because there are policies and procedures within those
12 networks that dictate how they do business. So that can
13 always be a sticking point, and the terms of the agreement
14 between the providers and the networks. If one of the terms
15 is to get reimbursed at a higher dollar amount for claims,
16 even though we are being told that that, ultimately doing
17 something different, saves PEBP money. If they're getting
18 paid more for claims, PEBP pays the claims. So I don't know
19 how that would save us money. I'm missing something in the
20 middle there. So, that is a consideration that, you know, we
21 have to take in to account when we do rates for the next
22 go-around. And we'll be doing rates prior to that contract
23 coming out. So we don't know if that's going to make a
24 difference.

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1 MEMBER KELLEY: Michelle Kelley for the record.
2 I'm ready to make a motion then. I'll make that motion,
3 which is that directing staff to begin preparing a RFP for a
4 second network, seeking -- seeking -- that includes the
5 Carson-Tahoe network within the broader network.

6 I would also like to add that I like the
7 suggestions from Board Member Weeks regarding the putting
8 some guarantees around network adequacy in there that are
9 tighter than what we currently have. So I think if we could
10 do that.

11 Secondly, that while the RFP is ongoing that we
12 ask Carson-Tahoe and UMR to extend their contract through
13 December 31 of 2025 or until we have that second network on
14 board if it's earlier.

15 And then, third -- Is there a third portion of
16 this? Oh, continue negotiating, because that's the number
17 one piece of this is that ultimately we would prefer that
18 Carson-Tahoe and UMR come to an agreement so that that RFP
19 never needs to be released. I mean, ultimately that's going
20 to be the best outcome here for Nevada participants and for
21 the PEBP staff. So that is my motion.

22 MS. MOONEYHAN: I'm sorry. Brandee Mooneyhan,
23 lead insurance counsel. I got a message from Deputy Attorney
24 General Kunnel. I'm not sure if she's having trouble
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1 speaking. But she asked that the motion be broken down in to
2 three -- two or three separate motions, however Ms. Kelley
3 would like to break it down, but to break it down in to
4 separate motions, please.

5 CHAIRPERSON GRIMMER: Okay. Go ahead.

6 MEMBER KELLEY: Okay. So Michelle Kelley here.
7 So I guess the first motion should be that, you know, we
8 direct UMR and Carson-Tahoe to continue discussions and
9 negotiations and resolve these billing disputes so that
10 Carson-Tahoe remains in the UMR network.

11 CHAIRPERSON GRIMMER: Okay. Do I have a second?

12 MEMBER STRASBURG: So second.

13 CHAIRPERSON GRIMMER: Any further discussion?
14 Seeing none, I'll take a vote. All of those in favor signify
15 by saying aye.

16 (The vote was unanimously in favor of the motion)

17 CHAIRPERSON GRIMMER: Any opposed? Okay. Motion
18 carries.

19 Do I have an additional motion?

20 MEMBER KELLEY: Michelle Kelley for the record.
21 The second piece of this is that the board directs PEBP staff
22 to begin preparing an RFP for a second network that includes
23 the Carson-Tahoe network and that that RFP include tighter
24 network adequacy guarantees and any other enhancements to
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1 contracting that would prevent this kind of an issue from
2 becoming our issue in the future.

3 CHAIRPERSON GRIMMER: Okay.

4 MEMBER WEEKS: Can I make a friendly -- Stacie
5 Weeks for the record. Just one friendly amendment or
6 comment. I do want to give some -- I want to make sure we
7 don't have any gap for our members while we're in the middle
8 of this and I don't know what -- I think, I just want -- I
9 think all of this should be contingent on the two folks here
10 at the table, Carson-Tahoe and United, coming to a temporary
11 agreement until that, you know what I mean. So no one loses
12 coverage. Otherwise, there could be a gap in coverage,
13 because there's no incentive now for them to ensure that
14 there's not is my concern. So I don't know how we want to
15 word that, but I think we need to have some sort of agreement
16 from them soon, in the next 30 days, saying to us that they
17 agree that they'll have some sort of agreement, that there
18 won't be a gap in coverage while we work on that RFP. Does
19 that sound okay, Michelle?

20 MEMBER KELLEY: Yes. That's a great friendly
21 amendment. Accepted.

22 CHAIRPERSON GRIMMER: Is that structured okay for
23 you?

24 MS. MOONEYHAN: Well, Brandee Mooneyhan, lead
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1 insurance counsel. Just for clarification -- And, I'm sorry,
2 Member Kelley, if we can clarify your motion now as amended.

3 MEMBER KELLEY: Okay. So the motion is that we
4 instruct the PEBP staff to go out to begin preparing an RFP
5 for a second network and at the same time seek guarantees
6 from UMR and Carson-Tahoe that they will agree to extend the
7 current contractual provisions while that process occurs.

8 CHAIRPERSON GRIMMER: Okay.

9 MEMBER KELLEY: I think that captures everything.

10 CHAIRPERSON GRIMMER: Perfect. Do I have a
11 second?

12 MEMBER BARNES: Jim Barnes. I second that.

13 CHAIRPERSON GRIMMER: Okay. Any further
14 discussion? Okay. I'll call for a vote. All of those in
15 favor signify by saying aye.

16 (The vote was unanimously in favor of the motion)

17 CHAIRPERSON GRIMMER: Any opposed? Okay. Motion
18 carries.

19 Any further discussion on that item?

20 MEMBER STRASBURG: Betsy Strasburg. We strongly
21 encourage that you guys figure out a solution and if need be
22 engage a facilitator or some third party that can enable you
23 to come to an agreement sooner than later for the benefit of
24 this community.

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1 CHAIRPERSON GRIMMER: Thank you. We will now
2 close Agenda Item Number 9 and move on to Agenda Item Number
3 10, acceptance of the biennial compliance report. Leslie
4 Bittleston, quality control officer, for possible action.

5 MS. BITTLESTON: Thank you. Leslie Bittleston,
6 Quality Control Officer, for the Public Employees' Benefits
7 Program.

8 This report is a report on PEBP. It outlines how
9 PEBP is in compliance with state and federal requirements for
10 an organization such as PEBP that administers a health care
11 program. And, this report was completed by Segal, which I
12 will introduce in just a minute. I do want to say that with
13 this type of report PEBP is always playing catch-up with a
14 lot of compliance issues, as federal and state requirements
15 do change fairly often. Whereas system changes may have been
16 made, PEBP is always playing catch-up with plan documents,
17 policies, as we have lots of those out there to make changes
18 to.

19 Lastly, I want to say that PEBP staff did review
20 this report with Segal. And, many of the items that Segal
21 has identified, PEBP has already internally identified and
22 has begun working on those things.

23 Without further ado, I would like to introduce
24 Amy Dunn and Olga Walther from Segal to present the reports
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1 to you.

2 MS. DUNN: Thank you. Good morning. Amy Dunn,
3 A-m-y D-u-n-n, with Segal, for the record. Thank you for
4 having us. We're thrilled to be here.

5 Nevada Revised Statute 287.0425(2)(b) requires an
6 independent biennial review of PEBP's program to determine
7 that the program complies with the state and federal laws
8 relating to the employee benefits.

9 And our compliance review was based on
10 documentation received from PEBP, as well as statutes and
11 regulations that are existing and in effect for PEBP for the
12 plan year of July 1st, 2024 through June 30th of 2025.

13 And so this report outlines the results of our
14 review and summarizes our findings and recommendations to
15 address certain document compliance issues that we've
16 identified as a result of this review.

17 So with that, I would like to turn it over to my
18 colleague, Olga Walther, to walk through these details.

19 MS. WALTHER: Thank you. Olga Walther, Segal
20 Group, for the record.

21 So I'm just going to go over a brief summary of
22 our findings. So, as Amy mentioned, the federal and state --

23 (The court reporter interrupts)

24 MS. WALTHER: So, as Amy mentioned, both state
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1 and federal benefits are continually evolving. And so our
2 review mainly noted some areas which PEBP should update to
3 enhance its compliance with the federal and state
4 requirements. Those are areas where PEBP may already be
5 administering the benefits properly but the plan documents
6 just need to be updated to reflect that more properly.

7 So, on the federal level, the first area that we
8 wanted to highlight were notices, so federal notices. So
9 Segal reviewed PEBP's compliance with federal notices
10 required by the ACA, COBRA, HIPAA, No Surprises Act, and
11 other federal regulations. Our recommendation is to update
12 the marketplace notice, surprise billing notice, and the
13 child support medical order notice.

14 Additionally, we've spoken with PEBP about
15 potentially adopting the practice of distributing a new hire
16 packet to better help introduce all the notices and help
17 members figure out where to find those notices when they are
18 first entered in to the plan.

19 The second area that we noted were some benefit
20 consistencies between the plan documents. So some of the
21 areas we identified were the pediatric vision benefits,
22 schedule of benefits, physician references throughout the
23 document, and the dependent care FSA eligibility definition.
24 We would just recommend that PEBP review those definitions
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1 and clarify in the plan documents as appropriate.

2 The next area is actually something for PEBP to
3 continue monitoring and update. It's not something that is
4 currently out of compliance. But there was a new HIPAA
5 regulation that was passed this year. And, the compliance
6 deadline is December 23rd, 2024, with privacy notices that
7 need to be updated by February 2026.

8 HHS passed a rule that strengthens the
9 protections for PHI related to reproductive health care. And
10 I believe that's an area that PEBP is already working on as
11 well.

12 And then, finally, on the federal level, as
13 you're all aware, PEBP did quite a bit of work on mental
14 health parity in the last year and updated the plan documents
15 accordingly. The final rule was published in September of
16 2024. And so our recommendation here is to just continue the
17 ongoing compliance efforts. This is an area that's going to
18 be continually evolving as well. We do anticipate more
19 regulations, more additional guidance, that will be
20 forthcoming. And we just recommend closely monitoring that
21 to make sure that PEBP remains in compliance.

22 And so then I'll move on to the state findings.
23 So we worked closely with PEBP's counsel to ensure we were
24 covering all the statutes that PEBP is required to cover

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1 under their plan. And the following statutes were identified
2 as areas that PEBP should clarify within the plan documents.
3 And so, specifically, we thought that the telehealth coverage
4 on the low deductible plan should be covered -- clarified as
5 to the out-of-network benefit, HIV and Hepatitis C coverage,
6 coverage for testing and treatment of sexually transmitted
7 diseases, substance use and opioid disorder or drugs, hormone
8 replacement therapy, and emergency prescription coverage
9 during an emergency or disaster declaration.

10 And, again, I would just note here, these areas
11 might already be appropriately covered. They just need,
12 potentially, some clarification in the plan documents to
13 ensure that the members understand how they will be covered.

14 CHAIRPERSON GRIMMER: Okay. Anything else?

15 Okay. Board Members, any questions? No. All
16 right. It is listed for possible action. So do I have a
17 motion to approve?

18 MEMBER STRASBURG: Motion to approve the biennial
19 report as presented.

20 CHAIRPERSON GRIMMER: Is there a second?

21 MEMBER BARNES: Jim Barnes. I second the motion.

22 CHAIRPERSON GRIMMER: Okay. Any further
23 discussion? Okay. All of those in favor signify by saying
24 aye.

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1 (The vote was unanimously in favor of the motion)

2 CHAIRPERSON GRIMMER: All opposed? Okay. Motion
3 passes.

4 We will close out Agenda Item Number 10 and move
5 on to Agenda Item Number 11, public comment period. Public
6 comment will be taken during this agenda item. Comments are
7 limited to three minutes per person. Do we have anyone in
8 Carson?

9 Okay. Seeing no one, we'll move on line.

10 MR. HOPKINS: Madam Chair, we have a few. I'll
11 get the slide up in a moment. As a reminder, joining the
12 Zoom meeting as an attendee is for making public comment
13 only. If you do not wish to make a public comment, please
14 leave the meeting so you are not accidentally called upon.
15 And please watch it on the PEBP YouTube live stream on the
16 PEBP YouTube channel. The link to the live stream is also
17 located on the agenda.

18 For those who have joined for public comment,
19 your name or the last four digits of your phone number will
20 be announced and you will be advised you have been unmuted.
21 Please slowly state and spell your name for the record and
22 then proceed with your comments.

23 Debbie, you have permission to speak.

24 MS. ARTEAGA: Can you hear me?
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1 MR. HOPKINS: Yes, we can.

2 MS. ARTEAGA: Perfect. Good morning, again,
3 Board Members. Again, my name is Debbie Arteaga, D-e-b-b-i-e
4 A-r-t-e-a-g-a and I am chair of the Faculty Senate at UNLV.

5 During this public comment I will speak again
6 against the elimination of the HMO and I will also address
7 the conversion of the low deductible PPO to a standard PPO.

8 I'll begin with financial impact. Forcing
9 patients on to the PPO will be a tremendous financial strain
10 for many of our colleagues. They are living paycheck to
11 paycheck and can not afford a deductible or an unknown
12 co-pay. Inflation and increased housing prices mean that
13 many colleagues already face financial hardships. Interest
14 rates have also skyrocketed. In the words of one colleague,
15 I am paying 50 percent of my income in rent. I will have to
16 forego medical care if the board eliminates the HMO.

17 The HMO option also contributes to health care
18 equity. For example, the HMO helps protect employees with
19 children, single parents, and those in marginalized groups.

20 Colleagues have told me that the HMO option
21 allows them to plan for health care costs as opposed to the
22 PPO model in which they will be expected to pay 20 percent of
23 costs that are unknown. There are less obvious costs
24 associated with the elimination of the HMO.

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1 Colleagues with the HMO are able to access health
2 care in all one building, so they can get their tests done,
3 blood drawn, anything that they need to get, x-rays. That
4 means the employees have to take less time off for
5 appointments and tests.

6 Now I'll address the low deductible PPO. The low
7 deductible PPO will be transferred to a "standard PPO."
8 Colleagues believe that this new PPO will be more expensive
9 in terms of deductible and co-pay. It is impossible to know
10 for sure what lies in store for those on the deductible, low
11 deductible PPO, because no financial information has been
12 released.

13 Again, we touch upon the financial impact.
14 Colleagues on this plan cannot afford to pay a higher
15 deductible. The increased contribution for the HSA, as I
16 understand it, will only apply to those on the consumer
17 driven health care plan.

18 There are two other issues that concern my
19 colleagues. One is the fact that the partner in marital
20 unions will not be able to receive health care until
21 December. I also want to echo a point that was made this
22 morning. Retired colleagues have pointed out that their
23 monthly stipend of \$260 a month does not cover the premium
24 supplement of \$388 per month. Thank you.

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1 CHAIRPERSON GRIMMER: Thank you.

2 MR. HOPKINS: Would the caller with the last four
3 digits 1393 please press star six to unmute and please fully
4 state and spell your name for the record.

5 MR. KELLER: Hi. My name is Jared Keller.
6 That's J-a-r-e-d. Last name Keller, K-e-l-l-e-r. I'm a
7 faculty member with the Nevada System of Higher Education and
8 a PEBP member.

9 I want to make the board aware that the concerns
10 shared by Carson-Tahoe representatives about UMR and United
11 Health Care at today's meeting may be more systemic than the
12 board may be aware. Carson-Tahoe is opting to walk away from
13 the relationship with UMR and United Health Care. Other
14 health care providers remain within the network but are
15 resorting to shifting responsibility for plan payment
16 directly to the members themselves, because they are
17 experiencing significant challenges seeking payment from UMR
18 and United Health Care.

19 I recently experienced significant challenges
20 finding an optometry provider. I contacted four local
21 optometrists, including my long-term provider, and received a
22 similar message, all indicated that they were either no
23 longer accepting the insurance or that I would be required to
24 pay the full cost of services up front and then seek

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1 reimbursement on my own through UMR.

2 When I inquired about this, they all shared the
3 same story, they're not being paid on time or accurately by
4 UMR. Others share that UMR is quick to deny payments from
5 providers erroneously. They also shared that inaccuracy and
6 instability in provider payments is economically
7 unsustainable for their practices and administratively
8 burdensome for the medical providers. I think this is
9 clearly supported by Carson-Tahoe's decision.

10 Because of this, providers are resorting to
11 shifting the burden of claim payment to PEBP members. Paying
12 for the full cost of in-network coverage health care cost up
13 front is an absolutely unacceptable burden to place on PEBP
14 members. I encourage the board to evaluate continuance of
15 PEBP's relationship with UMR, United Health Care, and hold
16 UMR and United Health Care accountable for expeditious and
17 accurate provider payments. Thank you.

18 MR. HOPKINS: Thank you.

19 Caller with the last four digits 1656, please
20 press star six to unmute and please slowly state and spell
21 your name if you wish to make public comment.

22 David Kelsey, you have permission to speak.
23 Please slowly state and spell your name for the record if you
24 wish to make public comment.

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Madam Chair, that is all. That concludes public comment.

CHAIRPERSON GRIMMER: Okay. Thank you. Seeing no other public comment in Carson or on line, we'll close public comment, Agenda Item Number 11, and we will adjourn. Thank you for everyone's time.

(Hearing concluded at 11:35 a.m.)

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1 STATE OF NEVADA)
2 CARSON CITY)ss.
3)

4 I, CHRISTY Y. JOYCE, Official Court Reporter for
5 the State of Nevada, Public Employees' Benefits Program
6 Board, do hereby certify:

7 That on Thursday, the 21st day of November, 2024, I
8 was present for the purpose of reporting in verbatim
9 stenotype notes the within-entitled public meeting;

10 That the foregoing transcript, consisting of pages
11 1 through 100, inclusive, includes a full, true and correct
12 transcription of my stenotype notes of said public meeting.

13
14 Dated at Reno, Nevada, this 9th day of December,
15 2024.

16
17
18 _____
19 CHRISTY Y. JOYCE, CCR
20 Nevada CCR #625

21
22
23
24
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**PUBLIC EMPLOYEES' BENEFITS PROGRAM BOARD
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