

# OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

**Called by:** Keith McDonald, Chairman  
**Members:** John Butitta, Jean Crosby,  
Paul Arena, Joe Hoffman, Dorothy  
Redd, Jaime Salgado

**DATE:** MONDAY, AUGUST 9, 2021  
**TIME:** 5:00 PM  
**LOCATION:** ROOM 303  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

## AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 17 and June 3, 2021 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Execution of an Agreement with OrthoIllinois for a Voluntary/Supplemental Health Benefit
- F. Other Matters
- G. Adjournment

**Winnebago County Board  
Operations and Administrative Committee Meeting**  
Virtual Meeting – Zoom  
(Winnebago County YouTube Live)

Monday, May 17, 2021  
5:30 PM

**Present:**

Keith McDonald, Chairman  
John Butitta  
Jean Crosby  
Paul Arena  
Joe Hoffman  
Jaime Salgado

**Others Present:**

Joe Chiarelli, County Board Chairman  
Pat Thompson, County Administrator  
Lafakeria Vaughn, State's Attorney's Office  
Ann Johns, Purchasing Director  
Chris Dornbush, Director of Development Services

**Absent:**

Dorothy Redd

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of March 4, 2021 Minutes
- D. Public Comment
- E. Discussion Regarding the 2020 Reapportionment of County Board Districts
- F. Other Matters
- G. Adjournment

Chairman McDonald called the meeting to order at 5:30 PM.

**Motion to approve the March 4, 2021 Minutes**

Moved: Mr. Hoffman, Seconded: Mr. Arena.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

**Public Comment**

Chairman McDonald omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Discussion Regarding the 2020 Reapportionment of County Board Districts**

- A discussion followed.

**Other Matters**

None

**Motion to Adjourn.** Moved: Mr. Butitta, Seconded: Ms. Crosby.  
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling  
Administrative Assistant

**Winnebago County Board  
Operations and Administrative Committee Meeting  
Virtual Meeting – Zoom  
(Winnebago County YouTube Live)**

Thursday, June 3, 2021  
5:30 PM

**Present:**

Keith McDonald, **Chairman**  
John Butitta  
Jean Crosby  
Paul Arena  
Joe Hoffman  
Dorothy Redd  
Jaime Salgado

**Others Present:**

Joe Chiarelli, County Board Chairman  
Pat Thompson, County Administrator  
Dave Rickert, Chief Financial Officer  
Lafakeria Vaughn, State's Attorney's Office  
J. Hanley, State's Attorney  
John Giliberti, State's Attorney's Office  
Ann Johns, Director of Purchasing  
Deb Crozier, HR Department  
Chris Dornbush, Director of Development Services  
Carol Hartline, Williams McCarthy  
Steve Schultz, County Board Member  
Angela Fellars, County Board Member  
Angie Goral, County Board Member  
Todd Burton, Veterans Assistance Commission

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Public Hearing for the Reapportionment of County Board Districts pursuant to State law, 55 ILCS 5/2-3001, *et seq.*
- E. Resolution Urging the General Assembly and Governor to Assist Counties Required to Meet Deadlines to Reapportion County Board Districts Without Updated Federal Census Data
- F. Resolution Authorizing the Execution of a Renewal Agreement with SwedishAmerican Health System for Onsite Wellness Center Services
- G. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Veterans Assistance Commission of Winnebago County
- H. County Administrator Appointment of Human Resources Director
- I. Other Matters
- J. Adjournment

Chairman McDonald called the meeting to order at 5:30 PM.

**Public Comment**

Chairman McDonald omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Public Hearing for the Reapportionment of County Board Districts pursuant to State law, 55 ILCS 5/2-3001, *et seq***

Ms. Crosby moved to close the Public portion of the meeting. Seconded by Mr. Hoffman.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

**Resolution Urging the General Assembly and Governor to Assist Counties Required to Meet Deadlines to Reapportion County Board Districts Without Updated Federal Census Data**

- A discussion followed.

Motion by Mr. McDonald and Seconded by Mr. Arena.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

**Resolution Authorizing the Execution of a Renewal Agreement with SwedishAmerican Health System for Onsite Wellness Center Services**

Motion by Mr. McDonald and Seconded by Mr. Salgado and Ms. Crosby.

- A discussion followed.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

**Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Veterans Assistance Commission of Winnebago County**

Motion by Mr. McDonald and Seconded by Mr. Hoffman.

- A discussion followed.

Mr. McDonald made a motion to lay over until the next Operations and Administrative meeting for an amendment to include auditing language.

Seconded by Mr. Hoffman and Mr. Arena.

Roll call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Mr. Salgado yes, Mr. Hoffman yes and Mr. McDonald yes.

Motion passed by unanimous voice vote.

**County Administrator Appointment of Human Resources Director**

- Mr. Thompson recommended the appointment of Deb Crozier as Human Resources Director. She agreed to work towards achieving her SHRM Certification within 18 months of her appointment.
- A discussion followed.

**Other Matters**

None

**Motion to Adjourn.** Moved: Mr. Hoffman, Seconded: Mr. Salgado and Mr. Arena.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling  
Administrative Assistant



# Resolution Executive Summary

**Prepared By:** Debbie Crozier/Human Resources

**Committee:** Operations and Administrative Committee

**Committee Date:** August 9, 2021

**Resolution Title:** Resolution Authorizing the Execution of an Agreement with OrthoIllinois for a Voluntary/Supplemental Health Benefit

**Board Meeting Date:** August 12, 2021

## Budget Information:

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b> Winnebago County will pay claims at a discounted rate.	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** This is a new voluntary/supplement benefit that will be offered to County employees. OrthoIllinois is offering a voluntary/supplemental health benefit at negotiated lower costs based on “bundled” services. This means one “bill” for surgical procedures instead of 4 or 5 bills from the facility, provider, lab, etc. The County will pay a discounted rate for services and the employee pays \$0 out-of-pocket. This is completely voluntary and up to the employee if they want to utilize the OrthoIllinois facility and/or providers. The County healthcare budget will be charged only when the benefit is utilized.

**Recommendation:** Patrick Thompson and Human Resources have reviewed the resolution presented to the Board and recommend its approval.

**Contract/Agreement:** September 1, 2021 with a 90 day termination.

**Legal Review:** Reviewed with the States Attorney’s Office.

**Follow-Up:** Chairman to execute the Letter of Agreement.

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ORTHOILLINOIS  
FOR A VOLUNTARY/SUPPLEMENTAL HEALTH BENEFIT**

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**WHEREAS**, the County of Winnebago, Illinois, will offer to its employees the option of participating in a voluntary/supplemental health benefit; and,

**WHEREAS**, the County's Benefit Consultant has reviewed the Letter of Agreement (see Resolution Exhibit A) from OrthoIllinois, the voluntary/supplemental health benefit; and,

**WHEREAS**, the County's Benefit Consultant recommends implementation of the voluntary/supplemental health benefit; and,

**WHEREAS**, OrthoIllinois has proposed the following rates to Winnebago County:

Employee: \$0.00  
Employer: Discounted Rates

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with OrthoIllinois for the administration of the voluntary/supplemental health benefit effective September 1, 2021 with a 90 day termination clause, if necessary.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute the Letter of Agreement with ORTHOILLINOIS, 324 ROXBURY ROAD, ROCKFORD, IL 61107 for administration of the voluntary/supplemental health benefit.

**BE IT FURTHER RESOLVED**, that any agreement entered into by the Chairman of the Winnebago County Board pursuant to the authority granted by this Resolution, shall contain substantially the same terms as those contained in the Letter of Agreement attached hereto as Resolution Exhibit A.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH McDONALD, CHAIRMAN

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KEITH McDONALD, CHAIRMAN

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JOHN BUTITTA, VICE CHAIRPERSON

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JOHN BUTITTA, VICE CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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JAIME SALGADO

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JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTESTED BY:

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**JOSEPH CHIARELLI**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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**LORI GUMMOW**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## **LETTER OF AGREEMENT**

This Letter of Agreement (hereinafter, "Agreement") is entered into between County of Winnebago, ILy (hereinafter, "Plan Sponsor"), and Rockford Orthopedic Associates, Ltd., d/b/a OrthoIllinois (hereinafter the "Provider"), collectively referred to as "Parties." The effective date of this Agreement is the 1st day of September 2021. ("Effective Date")

WHEREAS, the Parties desire to enter into this Agreement for the purpose of providing Plan Sponsors and Participants with access to Provider through a direct agreement. In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

### **1. Definitions**

"Claims Administrator" means a third-party who has entered into an administrative agreement with Plan Sponsor to assist with administrative services related to claims payment.

"Health Plan" means the plan which is sponsored by the Plan Sponsor to provide benefits to Participants.

"Plan Document" means the written document that sets forth the terms and conditions, limitations, and eligibility of the Health Plan.

"Plan Sponsor" means the Employer that sponsors the self-funded health plan and that is financially responsible for paying claims pursuant to the Health Plan and this agreement for Participants.

"Participant" means an eligible employee, dependent, or beneficiary entitled to receive benefits under the Health Plan.

### **2. Term & Termination**

This Agreement shall become effective as of the Effective Date and shall continue in effect for an initial one (1) year term. At the end of this initial term, this Agreement shall automatically renew for successive one-year terms each, on the same terms and conditions then in effect, unless amended by the Parties in advance. This Agreement may be terminated at any time, with or without cause, by either party upon at least ninety (90) days prior written notice to the other party.

### **3. Claim Submission**

Provider agrees to bill for services provided on an invoice. Provider shall submit claims to the Plan Sponsor within ninety (90) days following the date of service.

### **4. Claims Payment**

Invoices shall be paid within thirty (30) days. Payment shall not exceed the fees set forth in Schedule A. Payment of any claim shall be final twelve (12) months from the date of payment or the date the claim was initially processed. Payments are subject to the IL Local Government Prompt Payment Act, 50 ILCS 5050/1 et seq.

### **5. Fee Schedule**

Provider shall accept the fees outlined in Schedule A, attached hereto and incorporated by reference, as payment in full for services rendered. Fees are subject to change with 120 days prior written notice.

Provider agrees not to balance bill the Participant or Health Plan for any amounts other than services not included in this agreement. In the event a claim payment is in dispute or appealed, Provider shall refrain from seeking payment from the Participant until such dispute is resolved pursuant to Section 12 of this Agreement.

### **6. Duties of Provider**

Provider agrees to provide Medically Necessary Covered Services on a timely basis, without regard to health status or medical condition, in accordance with generally accepted medical practice guidelines. Provider agrees to remain in good standing with all necessary licenses, certifications and/or registrations required by law and agrees to carry and maintain insurance policies of comprehensive general liability and professional liability in the minimum amount required by state and federal law to insure the Provider.

The Parties agree that Participants, in conjunction with their medical professionals, are solely responsible for selecting a proper course of treatment and that nothing contained in this Agreement is intended to interfere with the patient/physician relationship.

## **7. Confidentiality**

All information and material provided by either party to the other remains proprietary to the disclosing party. Such information and material include, but is not limited to, contracts, reimbursement rates and methodologies. Neither party shall disclose any such information or material except as required by law or to perform its obligations under this Agreement.

## **8. Protected Health Information**

The Parties agree to comply with all federal and state laws, regulations and requirements regarding the confidentiality, privacy, and security of protected health information and other Health Plan data or information to the extent applicable to the Parties' respective obligations under this Agreement.

## **9. Indemnification**

The Parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to: (a) a claim by an employee, vendor, or agent of one party asserted against the other party; or (b) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. Said agreement to hold harmless and indemnify the other party shall not apply to the extent that any claim, loss or damage is caused by the gross negligence or willful misconduct of the other party.

## **10. Governing Law**

The execution, performance, interpretation and enforcement of this Agreement will be governed by and construed in accordance with applicable federal law and the laws of the State of Illinois, without regard to its choice of law provisions.

## **11. Force Majeure**

Neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control (or, to the extent the failure or delay is attributable to a third party, beyond such third party's reasonable control).

## **12. Dispute Resolution**

The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. A dispute not resolved within sixty (60) days will be submitted to mediation, in accordance with the American Arbitration Association Rules of Procedure for Mediation. If the dispute is not resolved through mediation, the Parties will be free to pursue all legal and equitable remedies otherwise available.

## **13. Waiver Provision:**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **14. Assignment**

Neither Party may assign, delegate, or transfer any right, title, interest or obligation under this Agreement without the other party's prior written consent, which may not be unreasonably withheld. This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assignees.

## **15. Entire Agreement**

This Agreement, including all exhibits (each of which is incorporated into this Agreement as if fully set out herein), constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, communications, and understandings (whether written or oral) regarding its subject matter and all past dealing or industry custom. This Agreement can be changed only by a written amendment signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement through a duly authorized representative as of the dates noted below:

For Plan Sponsor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

For Provider:

By: \_\_\_\_\_

Title: CEO \_\_\_\_\_

Date: \_\_\_\_\_

Address: 324 Roxbury Road  
Rockford, Illinois 61107

## SCHEDULE A

**Reimbursement Schedule, Additional Terms and Conditions, and Provider Profile****Surgical Bundled Services**

Select same day surgical bundles: includes facility services, implants, and physician services including surgeon, assistant surgeon and anesthesiologist and uncomplicated follow-up care.

<b>CPT Code</b>	<b>Procedure Description</b>	<b>Case Rate</b>
20680	Removal of Deep Hardware	\$ 4,367
22551	ACDF: 1 Level	\$ 20,743
22552	ACDF: 2 Levels	\$ 25,089
22633	Transforaminal Lumbar Interbody Fusion (TLIF)	\$ 35,197
22856	Total Cervical Disc Arthroplasty	\$ 21,202
23472	Total Shoulder	\$ 23,255
25447	CMC Joint Arthroplasty	\$ 7,151
26055	Trigger Finger Release	\$ 3,650
27130	Total Hip	\$ 21,257
27279	SI Joint Fusion	\$ 20,948
27447	Total Knee	\$ 20,275
27650	Achilles Tendon Repair	\$ 7,252
28080	Excision - Morton Neuroma	\$ 4,065
28750	Arthrodesis - Great Toe	\$ 10,135
29823	Arthroscopic debridement, extensive	\$ 7,717
29827	Rotator Cuff	\$ 14,401
29877	Knee Surgery, Chondroplasty, Debridement	\$ 5,751
29880	Arthroscopy - Knee - Medial OR Lateral	\$ 5,273
29881	Arthroscopy - Knee - Medial AND Lateral	\$ 5,272
29888	ACL Repair	\$ 10,481
29893	Endoscopic Plantar Fasciotomy	\$ 4,186
63030	Laminotomy	\$ 7,455
63047	Lumbar Laminectomy	\$ 7,776
64718	Neuroplasty - Ulnar Nerve at Elbow	\$ 4,981
64721	Carpal Tunnel	\$ 3,850

**Office Visits**

Office Visit Consult, including X-rays	\$ 230
Office Visit Follow-up (No Imaging)	\$ 142

**MRI**

MRI without Contrast	\$ 495
MRI with Contrast	\$ 775

**Physical/Occupational Therapy**

Initial Evaluation	\$ 150
Therapy Visit	\$ 125

**Additional Terms and Conditions**

**A. Surgical Bundled Services Exclusions**

- Diagnostic studies necessary prior to surgery or post operatively (these include: lab, MRI, X-ray, CT, etc)
- Consultations with specialist
- Durable Medical Equipment
- Physical/Occupational Therapy and Rehabilitation
- Complications subsequent to the completion of the surgery and discharge from the facility

**B. Additional Requirements**

- Surgical bundled services contingent on patient meeting eligibility requirements for the case to be performed in an Ambulatory Surgery Center.

**C. MRI Inclusions**

- MRI prices include the scans and professional image read and reported by radiologists. MRI exams ordered by OrthoIllinois providers include a follow-up office visit to explain the MRI results.

**Provider Profile**

Who should be the Billing Contact for employers at your practice?	Name: Cassandra Duarte Job Title: Director of Business Services Phone: 815-381-7445 Email: cassandrad@orthoillinois.com
Provider Info	Name(s): <u>Rockford Orthopedic Associates, Ltd., d/b/a OrthoIllinois</u> Organization NPI(s): 1730136474 Tax ID(s): 36-2691111 Website: www.orthoillinois.com Primary Office Address: <ul style="list-style-type: none"> <li>• Street1: 324 Roxbury Road</li> <li>• Street2:</li> <li>• City: Rockford</li> <li>• State: IL</li> <li>• Zip: 61107</li> </ul> Office Phone: 815-398-9491 Fax: 815-381-7498 Primary Specialty: Orthopedic Surgery Other Practice Specialties: Rheumatology, PM&R, FamilyPractice Sports Medicine
Facility Info	Name(s): Rockford Orthopedic Surgery Center, LLC Organization NPI(s): 1356412894 Tax ID(s): 36-4513047