

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

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

DATE: THURSDAY, NOVEMBER 4, 2021
TIME: 5:30 PM
LOCATION: ROOM 510
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of July 15, 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 a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Insured PPO and POS Insurance Plan
- F. Resolution Authorizing Replacement Pharmaceutical Services at River Bluff Nursing Home
- G. Resolution Authorizing the Execution of a Renewal Agreement with Voya Financial for Stop Loss Specific Coverage on the Self-Insured Co-Pay/POS and High Deductible Medical Plans
- H. Other Matters
- I. Adjournment

Approval of Minutes

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

Thursday, July 15, 2021
5:30 PM

Present:

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

Others Present:

Pat Thompson, County Administrator
Lafakeria Vaughn, State's Attorney's Office
Pat McDiarmid, River Bluff Nursing Home
Ann Johns, Purchasing Director
Angie Goral, County Board Member

Absent:

Jean Crosby

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution to Waive 2021 Annual Food and Beverage Permit Fees for Categories I, II and III Facilities
- E. Resolution Adopting Procedures for Remote Meeting Attendance Pursuant to the Illinois Open Meetings Act, 5 ILCS 120/7
- F. Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Consulting Services Agreement for River Bluff Nursing Home
- G. Other Matters
- H. 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.

Resolution to Waive 2021 Annual Food and Beverage Permit Fees for Categories I, II and III Facilities

- This item was pulled from the Agenda.
- A discussion followed.

Resolution Adopting Procedures for Remote Meeting Attendance Pursuant to the Illinois Open Meetings Act, 5 ILCS 120/7

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

- A discussion followed.

Roll call: Mr. Butitta yes, Mr. Arena yes, Mr. Hoffman yes, Ms. Redd no, Mr. Salgado yes and Mr. McDonald yes.

Motion passed by unanimous voice vote with the exception of one vote.

Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Consulting Services Agreement for River Bluff Nursing Home

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

- A discussion followed.

Motion to layover by Mr. Arena and Seconded by Ms. Redd.

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

Motion passed by unanimous voice vote.

Other Matters

None

Motion to Adjourn. Moved: Mr. Arena, Seconded: Mr. Butitta.

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: November 4, 2021

Resolution Title: Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Funded PPO and POS Insurance Plan

Board Meeting Date: November 9, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 48500 43150/43170 Budget Impact: Decrease in rate	

Background Information: Winnebago County contracts with BCBS for administration of two self-insured insurance plans (a high deductible PPO plan and a Co-Pay/POS plan). BCBS provides employees with quality nationwide provider coverage and service.

Recommendation: County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the resolution presented to the Board and recommend approval.

Contract/Agreement: January 1, 2022 – December 31, 2022

Legal Review: Previously reviewed with the States Attorney's Office.

Follow-Up: N/A

County Board: November 9, 2021

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH BLUE CROSS BLUE
SHIELD FOR THE ADMINISTRATION OF A SELF-INSURED PPO AND POS INSURANCE PLAN**

WHEREAS, the County of Winnebago in 2021 offers employees the option of participating in a self-funded Preferred Provider Organization plan (PPO) or a Point Of Service plan (POS); the County's Benefit Consultant recommends continuation of the PPO and POS plans with Blue Cross Blue Shield; and,

WHEREAS, Blue Cross Blue Shield has proposed the following rates to Winnebago County for the administration of the PPO and POS plans in 2022 not to exceed:

\$47.19 per employee per month
This is a 1% decrease from 2021 rates.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Blue Cross Blue Shield for the administration of the POS/PPO plans for the year January 1, 2022 through December 31, 2022.

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 an agreement attached hereto as Resolution Exhibit A with BLUE CROSS BLUE SHIELD OF ILLINOIS, 2787 MCFARLAND ROAD, ROCKFORD, IL 61107 for administration of the POS/PPO plans.

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

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

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:

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

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

Winnebago County

ASO Projection
for the period
January 1, 2022 - December 31, 2022
2022 ASO Renewal

FEE COMPARISON (BY OPPORTUNITY)

Mature	Indemnity		Change
	Current	Renewal	
Projected Enrollment	1,023	1,023	0.0%
Single		489	
Family		534	
Illinois Access Fee	1.57%	0.78%	-50.3%
Administration Fee*	\$47.67	\$47.19	-1.0%
Prescription Drug Rebate Credit	(\$84.80)	(\$96.30)	13.6%
Medical Rebate Credit	\$0.00	(\$2.50)	-100.0%
Third-Party Stop Loss Carrier Fee	\$0.50	\$0.50	0.0%
Net Administration Fee PCPM	(\$36.63)	(\$51.11)	39.5%
Total Fixed Costs PCPM	(\$36.63)	(\$51.11)	39.5%
Projected Average Claim Value PCPM	\$1,065.98	\$1,298.66	21.8%
Total Projected Costs PCPM	\$1,029.35	\$1,247.55	21.2%

**Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.*

Proprietary and Confidential Information of BCBSIL
Not for use or disclosure outside BCBSIL, Employer, their respective affiliated
companies and third-party representatives, except with written permission of BCBSIL.

☐ A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
☐ an Independent Licensee of the Blue Cross and Blue Shield Association



Resolution Executive Summary

Prepared By: Purchasing on behalf of River Bluff Nursing Home
Committee: Operations and Administrative Committee
Committee Date: November 4, 2021
Resolution Title: Resolution Authorizing Replacement Pharmaceutical Services at RBNH

Board Meeting Date: November 9, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 72537-42260	Budget Impact: N/A

Background:

In 2018, the Purchasing Department went out for Bid 18B-2147 for RBNH Pharmaceutical Services. The contract was awarded to Rxperts Pharmacy as a two-year agreement with three one-year renewal options. During the past year, the RBNH nursing staff has become increasingly dissatisfied with the current provider's, Rxperts, inconsistent delivery services. Pharmaceuticals are required to be delivered twice per day, seven days a week. The next contract renewal period for Rxperts Pharmacy was to be starting January 1, 2022. However, it is preferred to award a new contract to Forum, at the same rates and discount terms as Rxperts. Forum is a much larger company and has many other facilities in the Rockford area, so delivery will not be an issue for them.

Recommendation: Administrator McDiarmid recommends the Board authorize a replacement pharmaceutical service agreement with Forum.

Contract/Agreement:

Yes, there is a vendor agreement for this award, see Resolution Exhibit A.

Legal Review: SAO revisions to the vendor's agreement were incorporated.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING REPLACEMENT PHARMACEUTICAL SERVICES AT
RIVER BLUFF NURSING HOME**

WHEREAS, the County of Winnebago River Bluff Nursing Home is in need of a replacement pharmaceutical services provider; and,

WHEREAS, Forum Extended Care Services, Inc., has proposed terms and rates equal to or better than the current River Bluff Nursing Home pharmaceutical services provider, including the required twice-a-day delivery services; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Forum Extended Care Service, Inc., Provider Agreement and Medication Dispensing Rates received for the aforementioned services and recommends awarding an agreement; and

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 a two (2) year provider agreement, which may be extended at the County's determination, for three (3) additional one (1) year renewal periods with FORUM EXTENDED CARE SERVICES, INC., 4201 WEST VICTORIA STREET, CHICAGO, ILLINOIS 60646 in substantially the same form 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 River Bluff Nursing Home Administrator, Director of Purchasing, Finance Director, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

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:

JOSEPH CHIARELLI

CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW

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

RESOLUTION EXHIBIT A



Pharmacy Facility Provider Agreement

River Bluff Nursing Home

Prepared by

Forum Extended Care Services, Inc. II

4201 W Victoria St
Chicago, IL 60646

Contact:

(800) 447-7108

Pam Kramer, x3302

Gina Gambaro, x3371

marketing@forumpharmacy.com

FACILITY PROVIDER AGREEMENT

THIS FACILITY PROVIDER AGREEMENT, made this _____ day of November, 2021, by and between Forum Extended Care Services, Inc. II, a corporation organized and existing under the laws of the State of Illinois having its principal place of business at 4201 W Victoria St, Chicago, Illinois (hereafter "PHARMACY"), and County of Winnebago DBA River Bluff Nursing Home, located at 4401 N Main St, Rockford, Illinois 61103 (thereinafter "FACILITY").

RECITALS

- A. The FACILITY** is engaged in the operation of a Skilled Nursing Facility, for which it requires pharmacy and pharmacy-consulting services in accordance with standards of practice and any applicable local, state, and federal laws and regulations.
- B. PHARMACY** provides pharmacy services to and on behalf of Skilled Nursing Facilities, including consulting services.
- C. The FACILITY and PHARMACY** have entered into a Pharmacy Services Agreement pursuant to which **PHARMACY** will provide pharmacy services to the **FACILITY**.
- D. The FACILITY** desires to utilize **PHARMACY'S** services, and **PHARMACY** is willing to furnish such services, effective January 1, 2022, as provided below.

AGREEMENT

In consideration of the mutual promises and covenants contained herein and the mutual benefit to be derived hereunder, PHARMACY agrees as follows:

- 1. MEDICARE PART A PPS and MANAGED CARE RATE:** For the benefit of the Medicare and Managed Care residents at the FACILITY, PHARMACY will provide all medications and bill the facility on a line-item basis for each resident's medication. The pricing formula used (see Addendum A) will be at no time less than the current reimbursement rates paid by the Illinois Department of Healthcare & Family Services. When appropriate, the consultant and operational pharmacist will recommend possible therapeutic substitution to the facility physicians and staff to contain costs.
- 2. PRIVATE AND OTHER THIRD-PARTY RATE:** For the benefit of the entire private and other third party pay residents at the FACILITY, PHARMACY will provide all medications in a cost-effective manner. When applicable, PHARMACY will bill any third-party prescription benefit management program or insurance program directly. Co-pays, any co-insurance or non-covered items for each resident will be billed to the responsible party (FACILITY, resident, or other guarantor). When applicable, the consultant and operational pharmacists will recommend possible therapeutic substitutions to the facility physicians and staff to comply with applicable formulary restrictions and help contain costs.
- 3. MEDICAID & DUAL-ELIGIBLE RESIDENTS:** For the benefit of any Medicaid and/or dual-eligible residents at the FACILITY, PHARMACY will provide medications allowable under the State Medicaid Formulary or Preferred Drug Product List or the resident's Medicare Part D Formulary. PHARMACY will be responsible to bill Medicaid and/or any Medicare Part D PDP. For medications not covered by Medicaid or a Medicare Part D PDP, PHARMACY pharmacists will recommend possible substitutes. If there is no possible substitute, then medication will be provided and billed to a financial guarantor or facility by PHARMACY if authorized by the FACILITY.
- 4. PHYSICIAN ORDER SHEETS AND MEDICATION RECORDS:** The PHARMACY will provide printed Physician Order Sheets (POSS) and Medication Records (MARs), updated monthly, if needed.

5. **TECHNOLOGY:** All technology is provided to FACILITY for the sole purpose of providing or enhancing the provision of pharmaceutical services, including an electronic HLI7 or NCPDP interface between PHARMACY'S dispensing software and FACILITY's chosen electronic Health Record (eHR) or electronic Medication Administration Record (eMAR). Any other use of said technology is without the consent of the PHARMACY.
6. **DELIVERY:** PHARMACY will deliver to FACILITY twice daily unless otherwise directed by the FACILITY, with additional deliveries if emergencies arise, except for circumstances and conditions beyond its control, which will include, but not be limited to, situations where the PHARMACY's manufacturer/supplier is unable to provide the required item and the PHARMACY is unable to provide an acceptable alternative.
7. **EQUIPMENT:** All equipment is provided to the FACILITY for the sole purpose of providing or enhancing the provision of pharmaceutical services. Any other use of said equipment is without the consent of the PHARMACY. All equipment remains the property of the PHARMACY and will be returned immediately following the termination of this agreement.
8. **PHARMACIST CONSULTANT SERVICES:** For the benefit of the FACILITY, PHARMACY will appoint an individual, or group of individuals (the "CONSULTANT") to be responsible for the general supervision of the FACILITY's pharmaceutical services. More specifically, the CONSULTANT will:
 - (a) Provide general supervision of the FACILITY's procedures for the control and accountability of all drugs, intravenous solutions, biologics and supplies throughout the FACILITY and ensure that the FACILITY's policies and procedures pertaining to pharmacy are in compliance with applicable local, state and federal laws and regulations;
 - (b) Review the records for receipt and disposition of controlled drugs and the maintenance of such records in sufficient detail so as to allow an accurate reconciliation;
 - (c) Review the drug regimen of each resident in the FACILITY and report in writing any irregularity to the FACILITY's Administrator, Medical Director, the resident's physician and the Director of Nursing services;
 - (d) Work with the FACILITY staff to ensure that inspections are conducted of each nursing station, its related drug storage area, and resident health records, and that findings are documented in the CONSULTANT's report at least monthly;
 - (e) Ensure the proper labeling, preparation, delivery and administration of all drugs, intravenous solutions and biologics and that labeling is based on currently accepted professional standards and includes the appropriate accessory and cautionary instructions as well as the expiration date, when applicable;
 - (f) Provide written reports to the Administrator, Quality Assurance Committee or Director of Nursing Services regarding the status of the FACILITY's pharmaceutical services and staff performance. Participate in meetings of the Pharmaceutical Services Committee, Quality Assurance Committee, Infection Control Committee and/or any other committee meetings, with reasonable prior notice and during regularly scheduled visits to the FACILITY;
 - (g) Assist in the development of, and/or conduct, when requested by the FACILITY administrator and/or clinical care director as mutually agreed to by the PHARMACY and the FACILITY, programs for in-service education on subjects related to the pharmaceutical services rendered; such in service education to be conducted by the CONSULTANT or his/her designee;
 - (h) Perform all other responsibilities required of a pharmacy consultant as set forth by applicable local, state or federal laws and regulations; and
 - (i) Assist in developing the FACILITY's policies and procedures for routine and emergency/disaster drug control.
9. **NURSE CONSULTANT:** The PHARMACY will provide the services of a Registered or Licensed NURSE CONSULTANT(S). The NURSE CONSULTANT will:
 - (a) Perform monthly and as needed reviews of FACILITY's staff procedure and administration of medications, medication audits, medication room inspection, and treatment observations;

- (b) If requested by FACILITY, perform a monthly review or reconciliation of medication orders or Physician Order Sheets, Medication Administration Records, and Treatment Administration Records for an additional fee (see Addendum A).
- (c) If requested by FACILITY, provide IV nursing services for an additional fee (see Addendum A).

10. RESPONSIBILITIES OF THE FACILITY: The FACILITY will:

- (a) Make available to the CONSULTANT adequate working space to allow the CONSULTANT to fulfill his/her obligations under this Agreement;
- (b) Ensure PHARMACY has access to all resident records necessary for the execution of this agreement by the PHARMACY. (Please reference Section 16 for confidentiality statement.)
- (c) Grant PHARMACY permission to collect and use its resident data in a non-patient and non-FACILITY-specific manner, and the FACILITY will assist PHARMACY in obtaining the informed consent of its residents for PHARMACY's use of such data in research projects that may be undertaken by PHARMACY. PHARMACY agrees that the data will be utilized for clinical research, disease management and the development of other programs to enhance and optimize patient care and outcomes, and that patient confidentiality will be strictly observed at all times. (Please reference Section 16 for confidentiality statement.)
- (d) FACILITY shall notify PHARMACY in the event any equipment requires repair or replacement; FACILITY personnel will not make repairs or adulterations unless specifically granted permission from PHARMACY. Should any equipment (such as medication carts, IV pumps, or electronic devices) be destroyed, damaged or lost, in the course of normal and reasonable use, the PHARMACY will repair or replace it at their expense. Should the equipment be destroyed, damaged, or lost other than in the course of normal and reasonable use, the expense of repair or replacement will be reimbursed to PHARMACY.

11. FAIR MARKET VALUE OF GOODS AND SERVICES: The price at which PHARMACY is selling the goods and/or services to FACILITY and/or its residents has been arrived at by an arm's length transaction between PHARMACY and FACILITY and fairly represents the fair market value of such goods and/or services, without a discount of any kind, save for those specified in Section 12. Compensation to Pharmacy. The said price is above the PHARMACY's cost for the goods and/or services. PHARMACY shall not differentiate in charges for goods and/or services to FACILITY residents, non the basis of the resident's status as a Medicare Part A resident, a Medicare Part B resident, a Medicaid resident, a private pay resident, or a resident with a private insurance carrier paying for goods and/or services.

12. COMPENSATION TO PHARMACY:

- (a) For the services of the CONSULTANT set forth in this Agreement, the FACILITY will pay PHARMACY a fee of \$4.00 per occupied bed per month.
- (b) For the services of an IV NURSE CONSULTANT set forth in this Agreement, the FACILITY will pay PHARMACY's published flat rates per occurrence (see Addendum A).
- (c) For the services of a NURSE CONSULTANT performing monthly reviews of POS, MAR, TAR as set forth in this agreement, the FACILITY will pay PHARMACY's published rate (see Addendum A), if FACILITY requests.
- (d) **Fee Schedule:** PHARMACY shall invoice and bill all supplies, prescriptions, medications, and services for specific patients to the patient or to the appropriate payor source on a monthly basis. Supplies, prescriptions, medications and services for the FACILITY will be invoiced to the FACILITY monthly. Payment terms shall be pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
- (e) **Early Payment:** If FACILITY is current in all of its financial obligations to PHARMACY, then FACILITY is entitled to take an early payment discount per the following schedule. If invoice is paid and PHARMACY receives payment within 15 days of the date of the invoice, FACILITY is entitled to a 5% discount. If invoice is paid and PHARMACY receives payment within 30 days of the date of the invoice, FACILITY is entitled to a 3% discount.
- (f) **Electronic Invoice Discount:** If FACILITY accesses and downloads monthly invoices electronically through the PHARMACY website customer portal, FACILITY is eligible for a 2%

discount off the total Medicare Part A and Managed Care charges for that billing period.

- (g) Late Charges: The Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* shall govern any amount not paid when due under this Agreement.

13. TERM AND TERMINATION:

- (a) **Initial and Renewal Terms:** The initial term of this agreement shall be for a two (2) year period (24 months). Subject to the approval of the Facility, this Agreement may be extended for three (3) additional one (1) year periods (each a "Renewal Term") upon the expiration of the Initial Term and each extension or Renewal Term. In no event shall the Initial Term and Renewal Term(s) exceed five (5) years
- (b) **Termination for Default:** If either party defaults in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice, then the non-defaulting party will have the right, in addition to any other rights it may have, by further written notice to terminate this Agreement on any future date not less than ten (10) days from the date of such further notice.
- (c) **Obligations Upon Expiration or Termination:** Upon expiration or sooner termination of this Agreement, the FACILITY will return to the PHARMACY, in good working condition, all of the PHARMACY's equipment, formulary documents, policies and procedures manuals, forms and any other documents, information, etc. belonging to the PHARMACY. The FACILITY will not reproduce or permit the reproduction of the PHARMACY's documents, policies or procedures manuals and forms, nor circulate such to any individual or entity. Termination of this Agreement shall not relieve either party from liability for any breach of this Agreement occurring prior to the effectiveness of such termination.
- (d) **Effect of Termination:** If this Agreement is terminated or canceled for default prior to the expiration of the Initial Term or any extension or Renewal Term, then the non-defaulting party will be entitled to recover any outstanding balance owed by the FACILITY or the PHARMACY.

14. INSURANCE, INDEMNITY AND HOLD HARMLESS:

- (a) PHARMACY at its sole expense shall maintain adequate comprehensive general, and professional liability insurance in an amount of not less than \$1,000,000.00 per occurrence with a \$3,000,000.00 aggregate, covering all Services, duties and obligations rendered to patients of FACILITY by PHARMACY its employees, agents and consultants. When requested PHARMACY will provide evidence of its current effective insurance program, said request being allowable in an annual basis. Notwithstanding anything to the contrary contained herein, PHARMACY reserves the right to self-insure any of its insurance obligations under this Agreement.
- (b) PHARMACY and FACILITY agree to indemnify and hold each other harmless from any and all liability, loss, damage, claim and expense of any kind to all persons, due to bodily injuries, including death, and/or damage to all property, including reasonable attorneys' fees arising directly or indirectly from the negligent or willful acts or omissions to act by the indemnifying party, its employees, agents or consultants regarding the duties and obligations of the indemnifying party under this Agreement and to the Patients of FACILITY, including the duty to maintain the legal standard of care applicable to the indemnifying party.
- (c) The party hereto seeking indemnification must notify the other in writing of any intended claim for indemnification within thirty (30) days from the date the party learns of, or suspects, an occurrence which may give rise to a claim for indemnification. In case of service of a summons or complaint that party must provide copies of the summons and complaint to the other party within five (5) days of receipt.
- (d) The party seeking indemnification shall permit the other to select counsel, defend, compromise and settle said claim or action and shall provide the other party, or its duly authorized representatives, all available information and assistance, including, but not limited to, copies of all books, records and documents of the party seeking indemnification as they relate to the Patient and his/her treatment which resulted in said claim. The indemnifying party must obtain the indemnified party's express written consent to any compromise or settlement of said claim only if the compromise or settlement includes an affirmative admission of fault on the part of the indemnified party.

15. **STATUS OF PARTIES:** Neither PHARMACY nor the FACILITY is for any purpose, an agent, partner or employee of the other. This Agreement does not constitute a joint venture between the parties. It is agreed that in performing pharmacy services pursuant to this Agreement, the PHARMACY and its employees will, at all times, be an independent contractor to the FACILITY and its residents.
16. **CONFIDENTIALITY:** Subject to Illinois law, PHARMACY and FACILITY each agree to hold in strictest confidence any information and material which is related to either party's business or it's designated as proprietary and confidential, herein or otherwise, by either party in connection with the transactions contemplated by this Agreement. Each party agrees not to make use of such designated information and material other than for the performance of this Agreement. Proprietary and confidential information includes information related to Patient records and information, pricing, trade secrets, customer lists, salaries or business affairs of the parties to this Agreement. The parties' obligations of confidentiality under this Agreement shall survive termination of this Agreement.
17. **FORCE MAJEURE:** PHARMACY and FACILITY shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war, or public enemy.
18. **NOTICES AND REQUESTS:** All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and by either: depositing in the U.S. mails, postage pre-paid, certified or registered, return receipt requested; or facsimile; or telex; or overnight courier which provides for a signed receipt of the receiving party; and shall be addressed to the party at the address set forth herein or to such other address as the party to receive the notice or request so designates by written notice to the other. All notices and requests shall be deemed as given as of the day of receipt by the respective party.
19. **ENTIRE AGREEMENT:** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered except by a written instrument duly executed by both parties.
20. **ENFORCEABILITY:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
21. **NO WAIVER:** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.
22. **SEVERABILITY:** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, then that provision in whole or in part shall be severed and the remaining terms and provisions shall remain in full force and effect.
23. **ASSIGNMENT:** This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto other than to an affiliated or subsidiary company, except upon written consent of the other, which consent shall not be unreasonably withheld, but shall be assignable to a corporation which shall succeed to the business of either party by merger, consolidation, reorganization, or the transfer of all or substantially all of the assets of such party, and which corporation shall expressly assume the full and complete obligations of such party hereunder. In the event that ownership or control of either party shall change during the term of this agreement that party shall forthwith notify the other party of such change.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first written above by their duly authorized representatives:

FORUM EXTENDED CARE SERVICES, INC. II

**County of Winnebago DBA RIVER
BLUFF NURSING HOME:**

By: _____
Signature Date

Brian H. Kramer, RPh
President

By: _____
Signature Date

Type or Print Name

Title

ADDENDUM A

MEDICATION DISPENSING RATES

ITEM	COST
Medicare Part A, Contract Insurance, HMO, Medicaid & Private Pay (No Rx Insurance) Single-source (brand name) prescription drugs: Multisource (generic) prescription drugs: OTC drugs (non-House Stock, individually dispensed):	<i>Brand & generic drugs provided at the Illinois Medicaid rate (lowest possible by law), currently:</i> Lesser of NDAC, WAC – 4.4% or SMAC + \$8.85 disp. fee Lesser of NDAC, WAC – 17.5%, FUL or SMAC + \$8.85 disp. fee Acquisition Cost + 10% + \$2.40 disp. fee
House Stock Items & OTC Drugs (Should Facility Choose to Purchase From Pharmacy)	Acquisition Cost + 10%
IV Therapy <ul style="list-style-type: none"> Hydration <ul style="list-style-type: none"> 1000–3000 mL per day 3000–6000 mL per day Intermittent IVs (incl antibiotics & chemotherapy) <ul style="list-style-type: none"> Brand-name drugs: Generic drugs: Pain management--IV or SC continuous infusion (including PCA) <ul style="list-style-type: none"> Brand-name drugs: Generic drugs: Standard TPN with lipids (3 in 1) *: <ul style="list-style-type: none"> 1000 mL: 2000 mL: 3000 mL: TPN additional ingredients, solutions, additives 	\$15.00 / day \$25.00 / day WAC + 5% (all ingredients) x # doses/day + \$10.00 / day Lower of SMAC or AWP - 55% (all ingredients) x # doses / day + \$10.00 / day WAC + 5% (all ingredients) x # doses/day + \$25.00 / day Lower of SMAC or AWP - 55% (all ingredients) x # doses/day + \$25.00 / day \$100.00 \$150.00 \$200.00 AWP* – 25% per ingredient
<i>WAC = published wholesale acquisition cost; SMAC = published state maximum allowable cost; AWP = published average wholesale price. *Includes Standard Amino Acid Solution, Dextrose Solution, Standard Electrolytes, Standard Trace Elements, Standard Multivitamin Package, Insulin.</i>	
IV therapy supplies (dispensed with medication): Supplies and quantities vary with the type and frequency of therapy and route of IV administration: <ul style="list-style-type: none"> IV or PCA pump or dial-a-flow / regulator Pump set Clave Intermittent infusion cap Saline flush Heparin flush Angio cath J-loop extension IV start kit (peripheral lines) Central line dressing change kit Huber Needles (Port-A-Caths) 	Included

NADAC = National Average Drug Acquisition Cost
WAC = Wholesale Acquisition Cost
SMAC = State Maximum Allowable Cost

Note: If any orders dispensed according to the above formulas would result in a medication price below PHARMACY's acquisition cost, pricing will be adjusted to acquisition cost + 30%.

ADDENDUM A (CONTINUED)**SERVICE FEES**

ITEM OR SERVICE	FEE
CONTINGENCY SUPPLIES	
Cubex automated dispensing system	Included (items charged to payer/resident/facility upon use)
Emergency boxes	Included (items charged to payer/resident/facility upon use)
IV consignment box(es) and/or supplies	Included (items charged to payer/resident/facility upon use)
DELIVERIES	
Regularly scheduled	Included
Additional for admissions	Included* <i>*Unless order could be reasonably handled by using on-site supplies.</i>
STAT, emergency	Included* <i>*Unless order could be reasonably handled by using on-site supplies.</i>
EQUIPMENT FOR MED ADMINISTRATION & STORAGE, ORDER COMMUNICATION & MAINTENANCE	
<i>(All equipment & supplies remain the property of the pharmacy)</i>	
Cart arms for eHR laptops or tablets, if needed	Included
Crash carts, if needed	Included
Digital camera for resident photo records, if needed	Included
Fax machines, if needed	Included
Medication carts, if needed	Included
Medication storage refrigerators, if needed	Included
Tablet crushers, if needed	Included
Treatment carts, if needed	Included
PROFESSIONAL SERVICES	
Consultant pharmacist, including monthly & interim Medication Regimen Review	\$4.00 / occupied bed / month
Consultant nurse	Included
Family night presentations	Included
Field technician services	Included
Inservice education	Included
POS checks/order reconciliation by a licensed nurse	\$25.00 / hour
REFERENCE & SUPPLY MATERIALS	
Binders (MAR, TAR), if needed	Included
Drug references	Included
Medication records, updated monthly, if needed	Included
Pharmacy forms, records	Included
Reports (custom and standard)	Included
TECHNOLOGY	
Fax server provider portal	Included
Pharmacy information system interface	Included
Interface with facility's electronic health record	Included

ADDENDUM A (CONTINUED)

SERVICE FEES (CONTINUED)

ITEM OR SERVICE	FEE
OPTIONAL ONSITE INFUSION SERVICES TO REDUCE RE-ADMISSIONS	
Declot IV Catheter	\$125.00
IV Medication Administration	\$125.00
IV Setup	\$125.00
IV Troubleshooting	\$175.00
Midline Insertion (Includes Kit)	\$400.00
Port-a-Cath Access	\$200.00
Peripheral IV Insertion	\$125.00
PICC Line Insertion (Includes Kit)	\$500.00
PICC Line / Mid-Line Troubleshooting / Repair	\$125.00
PICC Line / Central Line / Mid-Line DC	\$200.00



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee: Operations and Administration
Committee Date: November 4, 2021
Resolution Title: Resolution for Approval for Stop-Loss Insurance
Board Meeting Date: November 9, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$12,204 increase
If not, explain funding source:	
ORG/OBJ/Project Code: 48500-43171 Budget Impact:	

Background Information: Winnebago County purchases stop loss coverage to limit the County's risk on the group insurance plan both on a specific/individual basis. Our stop loss coverage has been with Voya Financial since January 1, 2020. The original renewal for 2022 was an increase of 19.20% at the \$175,000 specific deductible amount. Based on information received from the Broker and claims history, the decision has been made to increase the specific deductible to \$200,000. This will result in an annual savings of \$335,249.

Winnebago County receives excellent customer service and prompt payment from Voya Financial and Arthur J. Gallagher.

Recommendation: County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the Stop Loss Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement: This is a 1-year agreement with Voya Financial.

Legal Review: Done.

Follow-Up: The premium is paid monthly based on enrollment.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH VOYA FINANCIAL FOR
STOP LOSS SPECIFIC COVERAGE ON THE SELF-INSURED CO-PAY/POS AND HIGH DEDUCTIBLE MEDICAL
PLANS.**

WHEREAS, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS and High Deductible medical plans to employees and retirees; the County purchases a stop loss insurance plan to reinsure the County for medical claims which exceed \$200,000 on an specific (per individual) basis; the County's Benefit Consultant recommends continuation with Voya Financial; and,

WHEREAS, Voya Financial has proposed the following rates to Winnebago County for administration of the stop loss coverage for 2022 not to exceed:

\$81.94 for Specific per individual coverage per month

\$217.94 for Specific per family coverage per month

This is a 0.67% increase from the 2021 rates.

This is will be a \$12,204 increase from 2021.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Voya Financial for the stop loss coverage for the self-insured Co-Pay/POS and HDHP medical plans for the year January 1, 2022 through December 31, 2022.

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 an agreement attached hereto as Resolution Exhibit A with VOYA FINANCIAL, 230 PARK AVENUE, NEW YORK, NY 10169, for administration of the stop loss coverage.

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

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

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:

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

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

Stop Loss Insurance Renewal Offer

Voya Employee Benefits

Prepared for:
Winnebago County

Effective Date
01/01/2022

Policy Number
714381

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.

Stop Loss Proposal for Winnebago County

Individual Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2021	January 1, 2022	January 1, 2022
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible		\$ 175,000	\$ 175,000	\$ 200,000
Policy Year Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Coverage Period		Paid in 12 Months and incurred Jan 01, 2019 or after	Paid in 12 Months and incurred Jan 01, 2019 or after	Paid in 12 Months and incurred Jan 01, 2019 or after
Benefit Percentage		100%	100%	100%
Rates Include Commissions of:		None	None	None
Endorsements				
Renewal Rate Cap		50.00 %	50.00 %	50.00 %
Individual Advanced Funding		Included	Included	Included
Plan Mirroring Coordination		Included	Included	Included
Coverage Description	Enrollment			
Single	475	\$ 81.74	\$ 96.96	\$ 81.94
Family	518	\$ 216.16	\$ 258.10	\$ 217.94
Cost				
Estimated Monthly Costs		\$ 150,797	\$ 179,752	\$ 151,814
Estimated Annual Costs		\$ 1,809,569	\$ 2,157,022	\$ 1,821,773
% Change from Current			19.20%	.67%

Aggregate Excess Risk Insurance

Plan Description		Current	Renewal Option 1	Renewal Option 2
Plan Effective Date		January 1, 2021	January 1, 2022	January 1, 2022
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %	125 %
Individual Deductible		\$ 175,000	\$ 175,000	\$ 200,000
Maximum Annual Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Coverage Period		Paid in 12 Months and incurred Jan 01, 2019 or after	Paid in 12 Months and incurred Jan 01, 2019 or after	Paid in 12 Months and incurred Jan 01, 2019 or after
Rates Include Commissions of:		None	None	None
Coverage Description	Enrollment			
Composite	993	\$ 2.80	\$ 2.94	\$ 3.31
Monthly Aggregate Corridor*				
PEPM	993	\$ 1,654.10	\$ 1,747.65	\$ 1,765.04
Minimum Annual Aggregate Deductible		\$ 16,753,717	\$ 17,701,247	\$ 17,877,384

**Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.*

Stop Loss Proposal for Winnebago County

Account Assumptions

Renewal As Of Date	October 19, 2021
Renewal Good Through	Preliminary
Situs State	Illinois
Claim Administrator	BlueCross BlueShield (IL), Prime Therapeutics LLC - RX
Network	2022-01 BlueCross BlueShield (State)

Additional Contract Specifications:

- No fully insured lives are covered.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- The monthly aggregate corridor cannot be finalized more than 90 days prior to the effective date. Claims data must include a minimum of 9 months in the most recent experience period.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- We will require reports through September 30, 2021 in order to finalize and determine any Individual Adjusted Deductibles. We will require the following reports for: 50% report (must include a unique identifier, primary diagnosis and paid amount), transplant information, pended/denied report and trigger report.
- We reserve the right to (i) recalculate Monthly Aggregate Factor(s) [if applicable] and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy if an increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the PBM or TPA, which are directly associated with the claims information we require to administer our Policy.
- Medicare is primary for retirees age 65 and over.
- Pre and post 65 retirees are eligible under the stop loss coverage.
- In addition to base commissions, certain brokers and/or service providers may receive compensation related to factors such as overall sales of Company products, total premium for products sold through the broker/service provider, growth in the number of customers, and retention of existing customers. Compensation and fees may also be paid to brokers and/or service providers for administrative services in connection with Company products. Please contact us if you would like additional detail on compensation and fees payable on your case.
- Renewal Rate Cap Endorsement guarantees your subsequent year's renewal will be capped at 50% and no new individual adjusted deductible will apply (laser free renewal).
- We reserve the right to re-underwrite if an increase or decrease in the number of Covered Persons and Covered Dependents exceeds 15%.

The individual stop loss renewal is based upon the current leveraged trend factors, market conditions, plan designs and current demographic factors. The aggregate renewal is based upon the experience of the group and current trend. Any plan changes may affect this renewal and need to be disclosed prior to the renewal acceptance.

Authorized Signature

Date

Winnebago County

Page 3

01/01/2022

Excess Risk Insurance is underwritten by ReliaStar Life Insurance Company. Policy form RL-SL-POL-2013 (may vary by state).
Exclusions and limitations are described in the policy.

Economic Factors: Manage the Effects of Leveraged Trend (Illustrative)

Medical trend is the anticipated annual increase in the cost of medical claims from year to year. Medical costs generally increase every year through inflation, and there are many additional factors that determine the actual medical trend for a specific health plan.

Components of medical trend include:

Plan Design

Technology

Network

Utilization Patterns

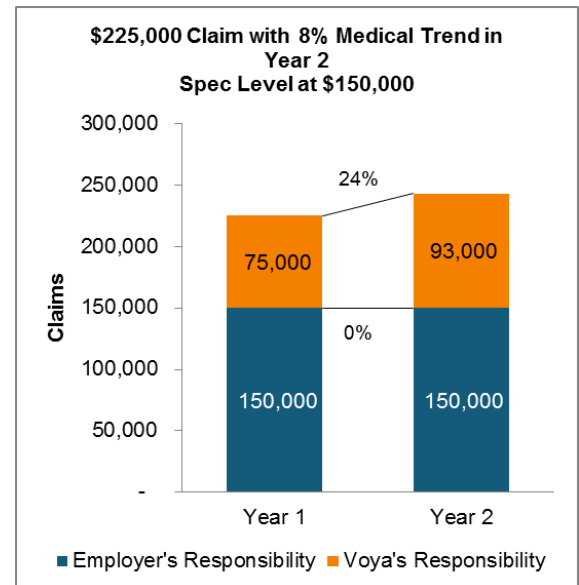
Demographics

Cost Shifting

Medical trend gets leveraged when parties responsible for medical claims do not maintain the same proportional share of the risk from year to year. Put simply, rising medical costs affect stop loss carriers differently than employers. But rather than passing our increasing risk back on to you in the form of large rate increases, we can compensate with small increases in deductibles.

Here's an example. In Year 1, the plan elects a \$150,000 individual stop loss deductible. If there is an individual claim of \$225,000, the first \$150,000 is the employer's responsibility and the remaining \$75,000 is reimbursed by the stop loss carrier.

In Year 2, assuming an 8% increase in medical costs, a claim that would have been \$225,000 in Year 1 now costs \$243,000. If the deductible doesn't change, the first \$150,000 is the employer's responsibility and the remaining \$93,000 reimbursed by the stop loss carrier. So that 8% trend produces a 24% cost increase to the stop loss carrier's claim and 0% increase to the employer.



If the stop loss deductible is left at the same dollar level year after year, the employer's risk actually decreases as a percentage of the overall claim. Conversely, the insurer's risk is increasing -- and, in response, the insurer has to increase rates well beyond medical trend.

In order to eliminate the leveraging effect, the employer should increase its individual deductible by trend each year. This essentially retains the exact same proportion of the risk.

In an effort to mitigate the effects of leveraged trend, your underwriter has included an optional quote during this year's renewal.

Excess Risk Insurance is issued by ReliaStar Life Insurance Company, a member of the Voya® family of companies.