

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

_____ Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
 X Other Business (Pink)

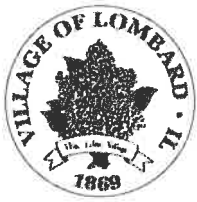
TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott Niehaus, Village Manager
DATE: April 13, 2021 (B of T) Date: April 15, 2021
TITLE: Approval of a Multi-Year Services Agreement with Rebound Illinois

BACKGROUND/POLICY IMPLICATIONS:

The attached memo sets forth a recommendation to approve a multi-year Services Agreement between the Village of Lombard and Rebound Illinois (formerly TAHPI) for injury treatment, rehabilitation and claims management services. Staff is recommending services through Rebound Illinois for a four year term. These services will continue existing services under two prior contracts. Please place this item on the April 15, 2021 agenda on the consent agenda.

Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

**MEMORANDUM**

TO: Keith Giagnorio, Village President
Village Board of Trustees

FROM: Nicole Aranas, Assistant Village Manager

DATE: April 13, 2021

SUBJECT: **APPROVAL OF A MULTI-YEAR SERVICES AGREEMENT WITH REBOUND ILLINOIS**

Attached, please find a proposed multi-year agreement between the Village of Lombard and Rebound Illinois, formerly Tactical Athlete Health and Performance Institute LLC (TAHPI). Rebound has been a vendor of the Village for the past two years, assisting with workers compensation, injury treatment and rehabilitation and claims management services. The proposed agreement covers a multi-year term and provides for continued services through 2024.

As a provider, Rebound delivers access to expedited, high-quality treatment for injured employees through a network of partner specialist physicians, clinicians, and therapists. The provider also provides concierge service to the employee to assist them through the treatment process, from initial injury to full recovery with continuous communication and claims administration in connection with the Village. Through use of these services, Rebound is able to get employees back to work 30% faster than the typical treatment route and plan. Rebound services are optional for those employees who wish to seek care for workplace injuries through the Rebound network.

The Rebound services were implemented in 2019 and renewed under an individual annual contract in 2020. The annual cost of services is within the spending authority of the Village Manager without Board authority. Village staff is seeking Board review and approval of this agreement and request to enter into a multi-year contract with Rebound to commit for four years and total services in excess of Manager spending authority.

The proposed agreement provides for a four-year term of service with variable annual rates of service. Because the Village of Lombard was one of the company's first clients within the State of Illinois, the current and proposed Village rates of service are significantly below the current rate of services. Staff is recommending to enter into a multi-year service agreement to lock in rates with Rebound Illinois at levels that remain below their current rates with other municipal entities.

The current Rebound Illinois rate is \$319.25 per covered employee. The rate of service for Lombard in 2021 under the proposed contract is \$120.16 with annual increases of 11.8% annually to \$134.34, \$150.19 and \$167.92 in years 2-4 respectively. With an estimate of 127 police and fire members, the annual contract amounts are \$15,260.32 in 2021, \$17,061.18 in 2022, \$19,074.13 in 2023 and \$21,325.8 in 2024. Due to the savings associated with a shortened recovery time and associated reductions in departmental overtime costs, staff recommends approval of this contract as a service to Village employees and an overall loss control and savings measure for the Village.

Attached please find a copy of the proposed services agreement which is recommended for approval by Police, Fire and Village Manager staff. Should you have any questions or concerns whatsoever, please let me know.



PROPOSAL/ STATEMENT OF WORK (SOW)

by and between

Tactical Athlete Health and Performance Institute LLC, a Delaware limited liability company doing business in Illinois as Rebound Illinois (“Rebound”) and the Village of Lombard (“Client”)

Dated: April 12, 2021

Rebound Core

Introduction. Rebound, *Core* is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. Rebound’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. Rebound’s research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that Rebound brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client’s employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

Specific Aims/Milestones. Rebound will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The Rebound team will work with Client to:

1. Establish and implement a network-based system for management of the treatment orthopedic injury.

Achieving this milestone will involve:

- a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in the state of Illinois;
- b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
- c. Implementation of Rebound software for current employees; and
- d. Access to the Rebound Network will be allowed for Client’s employees, current and future retired employees, and their immediate family members.

2. Development of outcome metrics. Achieving this milestone will involve:

- a. Rebound will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on “backfill”, participation in healthy initiatives); and
- b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

Fees.

Initial Term – Year 1 Core. Total Fees due and payable for the Services performed during the initial term of April 1, 2021, to March 31, 2022, will be *Fifteen Thousand Two Hundred Sixty Dollars and 32/100 Cents* (\$15,260.32 = \$120.16 x 127 members) payable in full on April 1, 2021, or unless otherwise agreed upon.

Year 2 Core. Total Fees due and payable for the Services performed during the term of April 1, 2022, to March 31, 2023, will be *Seventeen Thousand Sixty One Dollars and 18/100 Cents* (\$17,061.18 = \$134.34 x 127 members) payable in full on April 1, 2022, or unless otherwise agreed upon.

Year 3 Core. Total Fees due and payable for the Services performed during the term of April 1, 2023, to March 31, 2024, will be *Nineteen Thousand Seventy Four Dollars and 13/100 Cents* (\$19,074.13 = \$150.19 x 127 members) payable in full on April 1, 2023, or unless otherwise agreed upon.

Year 4 Core. Total Fees due and payable for the Services performed during the term of April 1, 2024, to March 31, 2025, will be *Twenty One Thousand Three Hundred Twenty Five Dollars and 84/100 Cents* (\$21,325.84 = \$167.92 x 127 members) payable in full on April 1, 2024, or unless otherwise agreed upon.

Client Representative.

Name: Gina Sanders

Email: sandersg@villageoflombard.org

Telephone Number: 630.620.5904

Client Entities:

Terms and Conditions. This SOW adopts and incorporates by reference Rebound’s standard terms and conditions, available at <https://justrebound.com/terms-conditions/>. Notwithstanding anything to the contrary contained in or incorporated into any other document executed between the parties, the terms and conditions shall apply to this SOW and any subsequent orders, agreements, or SOWs and shall govern the relationship between the parties, unless there is a specific exception to the terms and conditions outlined in such SOW. By accepting this SOW, Client confirms Client has read and accepts the terms and conditions.

Exception to Terms and Conditions. Section 9.1 of the Terms and Conditions shall be modified to “These Terms shall commence as of the date of the first Statement of Work and shall continue thereafter for a period of four (4) years unless sooner terminated pursuant to Section 2 or Section 9.3 (the “**Initial Term**”), and shall automatically renew for additional one (1) year terms (each a “**Subsequent Term**” and together with the Initial Term, the “**Term**”), unless either party notifies the other at least one hundred eighty (180) days prior to the expiration.”

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year of the first above written. No portion of this SOW may be reproduced, duplicated, or revealed in any manner without the prior written consent of REBOUND.

REBOUND:

Tactical Athlete Health and Performance Institute
LLC

By: _____

Luis Rivera, Founder and CEO

CLIENT:

VILLAGE OF LOMBARD

By: _____

Name: Keith Giagnorio
Title: Village President
Address: 255 E. Wilson Ave.
Lombard, IL 60148