

Agenda

Firefighters' Pension Board Special Meeting
Tuesday, June 25, 2019 - 8:00 AM
Richland City Hall | The Parkway Conference Room
625 Swift Boulevard, Richland WA 99352

Firefighters' Pension Board Special Meeting No. 789

Call to Order:

Attendance:

Board Members: Mayor Bob Thompson, Councilmember Ryan Lukson (alternate),
Administrative Services Director Cathleen Koch, Finance Director Brandon Allen, Fire
Representatives: Dan Downs, Terry Thrall and Larry Roney (alternate)

Presentations:

- I. Overview of Medical Billing and Consulting, LLC Services
 - Medical Billing & Consulting LLC Representative

Unfinished Business Items: (Approve by Motion)

1. Firefighters' Pension Board Secretary Contract
 - Ryan Lukson

Adjournment: (Motion to Adjourn)

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7388.



FIREFIGHTERS' PENSION BOARD AGENDA ITEM COVERSHEET

Meeting Date: 6/25/2019

Agenda Category: Presentations

Subject:

Overview of Medical Billing and Consulting, LLC Services

Department:

Firefighters' Pension Board

Document Type:

Presentation

Recommended Motion:

Summary:

Medical Billing & Consulting LLC representative will be providing options available for pensioners third party billing.

Attachments:

1. CONSULTING AGREEMENT_CITY OF RICHLAND FIREFIGHTERS PENSION
2. Attachment A - Fire Pension Board Secretary Tasks

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this **June 18, 2019**

BETWEEN:

CLIENT

City of Richland Firefighter's Pension Board
(the "Client")

CONSULTANT

Medical Billing and Consulting, LLC
3311 W Clearwater Suite D210
Kennewick, WA 99336
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
 - B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.
-

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - Secretarial duties in accordance with the Firefighter's Pension Board Secretary Job Description (AttachmentA)
2. The Services will also include any other consulting tasks which the Parties may agree

on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

COMPENSATION

5. The Consultant will charge the Client a monthly flat fee in the amount of \$1,200.00. (the "Compensation").
6. The client will be invoiced on the first of every month for the previous month's services.
7. Invoices submitted by the Consultant to the Client are due within 15 days of receipt.

CONFIDENTIALITY

8. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that confidential Information could reasonably be expected to cause harm to the Client.
9. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
10. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

RETURN OF PROPERTY

- 11.** Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

- 12.** In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

NOTICE

- 13.** All notices, requests, demands or other communications required or permitted by the terms of this

Agreement will be given in writing and delivered to the Parties at the following addresses:

a. City of Richland Firefighters' Pension Board

b. Medical Billing and Consulting, LLC

3311 W Clearwater Ave Suite D210
Kennewick, WA 99336

INDEMNIFICATION

- 14.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, offices, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, offices, agents, employees, and permitted successors and assigns that occurs in

connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

15. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

16. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

17. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

18. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

19. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

SEVERABILITY

20. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

21. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this
18th day of June, 2019.

CLIENT

City of Richland Firefighter's Pension Board
(the "Client")

CONSULTANT

Medical Billing and Consutling, LLC
3311 W Clearwater Suite D210
Kennewick, WA 99336
(the "Consultant")

ATTACHMENT A
Firefighters Pension Board Secretary Job Description
Firefighters Pension Board Secretary Tasks

Fire Pension Board Secretary Tasks:

1. Procedural knowledge of RCW 41.16; 41.18; 41.26; and WAC 415-104; and 415-105
2. Obtain the Open Government Training (ESB 5964). Per State Legislation, effective July 1, 2014, all members of a governing body of a public agency, subject to the Open Public Meetings Act (OPMA), must receive basic training in public records, records retention and open public meetings. This training must be completed within 90 days of assuming the Board Secretary duties and renewed every four years per Washington State statute.
3. Obtain HIPAA Certification within 90 days of assuming the Board Secretary duties.
4. Knowledge of Microsoft Outlook to perform tasks such as scheduling Board meetings and maintaining Fire LEOFF I member's information in Contacts.
5. Process Medicare/medical/dental/vision/other claims for Fire LEOFF I members pursuant to RCW 41.26 and established Board policies:
 - Verify all required information from the member is included on the Claim Reimbursement Form.
 - Obtain any missing information on the Claim Reimbursement Form from the member and/or provider.
 - Record and maintain information on Board approved claims paid on a log in Microsoft Excel.
6. Prepare a voucher list for the Board's review and approval.
7. Work with members and/or family members regarding available benefits, as needed.
8. Process death benefits upon verification of member's death. Assist widows and/or dependents, if needed, with paperwork related to state pension.
9. Prepare agendas and agenda packets for Board meetings:
 - Provide regular monthly financial reports and draft Board meeting minutes.
 - Furnish special reports as requested by the Board
 - Compile and distribute meeting agenda packets to Board members one week prior to meeting
 - Notify media of meetings as required by open public meeting statutes

ATTACHMENT A
Firefighters Pension Board Secretary Job Description
Firefighters Pension Board Secretary Tasks

10. Attend and record Board meetings:
 - Provide information that will aid the Board in making decisions on agenda items
 - Record meeting and retain audio file on computer per the State of Washington's Record Retention Schedule.
 - Take minutes of meetings.
 - Prepare and distribute minutes for Board approval.
 - Assist in development and maintenance of Board policies and procedures.
 - Notify members of any Board policy changes and/or changes in the State statutes.
 - Compose all Board correspondence.
 - Develop and conduct surveys as needed with other agencies.
11. Prepare letter to State Treasurer for disbursement of fire tax by January 31st of each year.
12. Respond to requests from other jurisdictions for benefit comparisons.
13. Schedule and conduct nominations and elections for Board members annually:
 - Tally election results.
 - Notify Board and members of election results.
 - Compose letter of appreciation for exiting Board member.
14. Maintain all confidential Pension Board records and member's files according to all HIPAA standards and with the State of Washington's Record Retention Schedule.
15. Have knowledge of and comply with all HIPAA regulations.
16. Notify City of Richland's Payroll/Accounts Payable of address/banking changes of members for payroll /reimbursements.
17. Maintain and order office supplies for Pension duties.
18. Composes Board correspondence per direction and approval of the Board members.
19. Annual WA State LEOFF Education Association Conference:
 - Prepares and schedules travel arrangements for all Board members and Board secretary attending conference; completes required documentation for registration.
 - Completes Claim for Expense for Board members and Board secretary when travel is completed.



FIREFIGHTERS' PENSION BOARD AGENDA ITEM COVERSHEET

Meeting Date: 6/25/2019

Agenda Category: Unfinished Business Items

Subject:

Firefighters' Pension Board Secretary Contract

Department:

Firefighters' Pension Board

Document Type:

General Business Item

Recommended Motion:

Summary:

Continued discussion of the Firefighters' Pension Board Secretary Contract including other available options and/or approval of a contract.

Attachments: