# PORTLAND, OREGON

FIRE AND POLICE DISABILITY AND RETIREMENT FUND

RESOLUTION NO. 280

WHEREAS, Section 5-306(e) of the Fire and Police Disability, Retirement and Death Benefit Plan (Plan) authorizes the Board of Trustees of the Fire and Police Disability and Retirement Fund (Board) to join with the City in the purchase of services in connection with the administration of service-connected and occupational disability claims, and

WHEREAS, the Board is desirous of having Associated Third Party Administrators (ATPA) perform medical claims administration services in connection with service-connected and occupational disability claims, and

WHEREAS, ATPA is willing to provide such services for the Board, and

WHEREAS, an appropriate form of amendment to the agreement between the City and ATPA authorizing the Board to receive certain medical claims administration services described therein, at a cost specified therein, is attached hereto as Exhibit A and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fire and Police Disability and Retirement Fund that the Fund Administrator be and hereby is authorized to request from ATPA those medical claims administration services described in Exhibit A, which is attached hereto.

BE IT FURTHER RESOLVED that the Board of Trustees agrees to compensate ATPA for its services, as follows:

February 1, 1995 - June 30, 1995: \$6.30 per medical claim

check issued

July 1, 1995 - June 30, 1996: \$6.30 per medical claim

check issued + December

Room 1236, Portland Building 1120 S.W. 5th Avenue Portland, Oregon 97204

Edwin L. Freeman, Fund Administrator

(503) 823-6823 FAX: (503) 823-5166

to December CPI

July 1, 1996 - June 30, 1997: 1995-1996 rate + December

to December CPI

July 1, 1997 - June 30, 1998: 1996-1997 rate + December

to December CPI

ADOPTED by the Board of Trustees on this 10th day of January, 1995.

Fund Administrator

#### AMENDMENT TO AN AGREEMENT FOR SERVICES

This amendment to the Agreement for Services (Agreement) is between the City of Portland (City), Bureau of Administrative Services, Risk Management Division, 1120 S.W. Fifth Avenue Room 1012, Portland, Oregon, 97204, and Associated Third Party Administrators (Contractor), to perform medical claims administration services.

### **RECITAL:**

- 1. Whereas, the Contractor has been providing claims administration services for the City's self-insured medical plans since July 1, 1991; and
- 2. Whereas, the Board of Trustees of the Portland Fire and Police Disability and Retirement Fund desire to have the Contractor provide medical claims payment services; and
- 3. Whereas, the Contractor is willing to provide these services; and
- 4. Now, therefore, in consideration of mutual promises and covenants contained herein, it is hereby agreed as follows:

#### AGREEMENT

The Agreement for Services ("Agreement") is between the City of Portland, Oregon ("City") and Associated Third Party Administrators ("Contractor"), for the provision of medical claims administration services.

The Contractor agrees to provide the following services to the Portland Fire and Police Disability and Retirement Fund (Fund):

- 1. Customer service to Fund participants, providers, City representatives and other benefit plan vendors regarding disability medical claims payments.
- 2. Preparation of required claims legal filings, including Internal Revenue Service 1099 filings.
- 3. Claims processing services. All claims will be held and not released for payment until Fire and Police Disability and Retirement Fund Board (Board) approval is received. Once approval is received, the claims will be released to providers and participants for payment. Other claims payment services include identification of areas of potential cost savings; identification of claims and/or diagnoses that may be inconsistent with the services received; identification of claims and or cases for case management; and maintenance of claims data for data analysis purposes.

- 4. Claims shall be processed on a timely basis to allow for Board agenda preparation and Board approval. The Contractor and the Fund Administrator shall agree to a claims payment schedule annually.
- 5. The following reports will be provided by the Contractor:
  - a. 62.19 Paid Charges by Diagnoses (monthly)
  - b. 62.02 Cost Savings Report (monthly)
  - c. 62.92 Vendor Payment Summary (monthly and year end)
  - d. Activity Report by Member (monthly and year end)
  - e. Transaction Report by Member (monthly and year end)

The City shall provide the following services to the Contractor:

1. Identification of eligible participants and eligible claims.

## Compensation:

For services provided to the Fund, the Contractor shall be compensated in accordance with the schedule outlined below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.

February 1, 1995 - June 30, 1995: \$6.30 per medical claim check issued.

July 1, 1995 - June 30, 1996: \$6.30 + December to December CPI.

July 1, 1996 - June 30, 1997: 1995-1996 Rate + December to December CPI.

July 1, 1997 - June 30, 1998: 1996-1997 Rate + December to December CPI.

The Contractor shall make every reasonable effort to combine monthly claims payments into single checks per provider and/or participant.

All other terms and conditions of the contract shall remain the same.

| Associated Third Party Administrators Contractor |
|--|
| By   |
|  |

| City | of Portland            |
|------|------------------------|
| By:_ |                        |
|      | Vera Katz, Mayor       |
| By:_ | D 1 Cl 1 A 1'          |
| -    | Barbara Clark, Auditor |
| Date | :                      |

Date

199062

Approved As to Form:

William Selby Senior Deputy City Attorney 94-1688624 Tax ID Number

Business License Number