



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: THIRD PARTY ADMINISTRATOR (TPA) FOR THE RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009, PART B PROGRAM

CONTRACT NUMBER: CSP904310

EFFECTIVE DATES: 05/01/10 TO 03/31/13

\* Renewal through 03/31/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP904310 that opened on January 6, 2010. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Health as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Carol Clingman  
carol.clingman@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

[www.ohio.gov/procure](http://www.ohio.gov/procure)

\* To advise of a twenty four (24) month renewal of the contract effective April 1, 2015 through March 31, 2017.

A. CONTRACT REQUIREMENT SYNOPSIS: This section gives only a summary of the Project requirements and the Contractor's responsibilities. The Contractor shall provide TPA services to participate in a public-private partnership that will:

1. Provide prompt reimbursement of services to providers.
2. Ensure the confidentiality of the program participants.
3. Reduce the ODH administrative burden of claims processing.

B. MUTUALLY AGREED UPON CLARIFICATIONS AND MODIFICATIONS – TPA FOR THE ODH

1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
  - a. The original RFP and any addendums.
  - b. The documents and materials incorporated by reference in the RFP.
  - c. The Contractor's Proposals, as amended, clarified, and accepted by the State.
  - d. The documents and materials incorporated by reference in the Offeror's Proposal and subsequent accepted clarifications.
  - e. Any related amendments issued subsequent to Contract award.
2. The Agency and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.
3. **Contract Term.** The term of this Contract will be from the award date through March 31, 2013. The State may renew this Contract for two (2) additional, two (2) year periods, or in monthly increments. The State may renew all or part of this Contract, and allow renegotiation of terms prior to each renewal, subject to the satisfactory performance of the Contractor and the needs of the State.

4. The Contractor shall provide the DAS Office of Procurement updated DMA, EOD, insurance forms, and fidelity bond documentation for the Contractor's organization on an annual basis, or as appropriate when changes go into effect.
5. The Contractor shall be responsible for establishing an escheatment process, in accordance with Ohio law(s), to address Accounts Payable and ensure payments are made to the respective provider(s) or escheated to the state of Ohio as applicable.

An automatic void date shall be established and be prominent on the checks issued by the Contractor. The Contractor shall be able to provide the State with data related to when a specific check has been cashed.

6. The Contractor shall comply with all applicable laws, regulations, policies, and contractual provisions relating to the privacy and security of protected health information. The Contractor shall become a HIPAA business associate of OH with respect to such information and is fully aware of and committed to compliance with its obligations as a HIPAA business associate, including the obligations of the recent ARRA requirements. The parties shall be prepared to execute and comply with the terms of a HIPAA Business Associate Agreement that incorporates the new responsibilities under ARRA.
7. The Contractor shall travel to Ohio for three (3) site visits per year at their expense.
8. The Contractor shall pay for two (2) ODH personnel to travel to the PPL Financial Operations Center in Chelsea, MA for the 4<sup>th</sup> monitoring site visit (one visit per year). The Contractor shall pay roundtrip airfare, ground transportation and meals from Columbus, OH to Boston, MA, and up to two (2) nights lodging in a hotel near the Contractor's Financial Operations Center in Chelsea, MA. Allowable reimbursement rates shall be in accordance with the Ohio OBM guidelines and regulations related to state of Ohio employees.
9. The Contractor shall provide on-site and WebEx trainings on the use of the Web Portal during the start-up period. The Contractor shall offer additional WebEx training as refresher training and for new care managers as they are identified by the State.
10. The Contractor shall pay providers, within three (3) calendar weeks, after it has received necessary documentation and authorization to make the payment, and corrected claims returned by the State and all claims for the Health Insurance Premium Payment and Medicaid Spend Down Payment programs claims will be processed and paid within one (1) calendar week of receipt of the claims, by means of cutting checks and issuing EFTs weekly.

11. The Contractor's projected staffing shall include six (6) FTE (full-time equivalents) during the start-up period, and 4.35 FTE for ongoing operations. This represents three (3) staff dedicated solely to operations and customer service; one quarter of the Senior Program Manager's time; and one half of the Assistant Program Manager's time, as well as support from other IT and Management staff. It is understood that staffing changes may occur based on program demands and the impact of technology. Percentages (%) of the estimated time dedicated are provided below.

CONTRACTOR PROGRAM STAFFING REQUIREMENTS	PPL ROLE	FTE % FIRST 2 MONTHS (START-UP)	FTE % ONGOING
	Principal/Chief Executive Officer	10%	5%
	Chief Operations Officer	10%	5%
Project Manager	Senior Project Manager	50%	25%
	Assistant Project Manager	75%	50%
	Financial Operations Center Manager	10%	5%
Financial Operations	Financial Ops Supervisor	20%	5%
Customer Service/ Financial Operations	Financial Operations Specialist/ Lead Customer Service Representative	100%	100%
Customer Service/ Financial Operations	Financial Operations Team Lead/ Assistant Customer Service Representative	100%	100%
Financial Operations	Financial Ops Clerk	100%	100%
IT	IT Service Development Manager	25%	5%
IT	IT Architect	25%	10%
IT	IT Developer	25%	10%
IT	IT Developer	25%	10%
IT	IT Quality Assurance	25%	5%

600% 435%

The Contractor understands the State's need for flexibility expedited payments, including the requirement to: "Issue immediate payment (to be processed and distributed within one business day) to providers at the request of the Ohio Department of Health's designated staff in the event expediting the payment will prevent a client from losing his/her insurance coverage, housing, utilities, health related services and optimal wellbeing. This action may also occur to ensure a client's Medicaid spend down card is issued in order for the client to urgently receive medical care and medications." "The contractor will make expedited payments within one business of the request."

12. The Contractor understands that these immediate payment requests are a necessary requirement of the Program.
- The Contractor shall maintain capability to sending payments in no more than one (1) business day or as an EFT (electronic funds transfer) for programs in which consumers are dependent upon the Contractor for payment for critical services. In such cases, the Contractor's Assistant Program Manager will oversee this requirement. The Contractor shall add an additional check run or perform payment on and ad-hoc basis.
13. The Contractor shall retain electronic authorization and payment data for the seven- year period as required.
14. The Contractor shall subscribe to a service that will provide Usual, Customary & Reasonable (UCR) Table reimbursement rates/data to ensure good stewardship of public funds.

15. The Contractor shall perform customer service for this Contract in Chelsea, MA. Support during peak hours, if necessary, shall be provided by the Contractor's staff in Phoenix, AZ.
16. The State will customarily pay the admin fee monthly (payment terms net 30 days); and in no event less frequently than quarterly (payment terms net 90 days). Monthly administrative invoices will be based on 1/12 of the Contractor's annual charges.
17. The Contractor shall work with the Agency to build business rules into their Web-based system to allow checks and balances against potential client pay sources (e.g., Medicaid, private insurance, etc.) that might contradict payment of a claim using program funds.

COST SUMMARY

Offeror's Not to Exceed Cost

1. The Contractor's total cost for the Program represent the fees associated with serving as TPA for claims of approximately \$6,000,000 per year. The Administrative fee is an estimated total cost per month, for processing of approximately 40,000 claims annually.
2. The State will not be liable for any costs not identified in this Contract.
3. There is no reimbursement for TPA travel or any other related expenses.

DESCRIPTION	OAKS LINE ITEM ID NUMBER	5/1/10 through 3/31/11	4/1/11 through 3/31/12	4/1/12 through 3/31/13	4/1/13 through 3/31/17	One Time Portal Modification
TOTAL MONTHLY ADMINISTRATIVE COSTS	17697	\$ 36,833	\$ 37,938	\$ 39,076	\$ 40,248	*
FIDELITY BOND (ANNUAL)	17698	\$ 8,000	\$ 8,000	\$ 8,000	\$ 2,000	*
PORTAL MODIFICATIONS TO CROSS REFERENCE MEDICAID ELIGIBILITY DATA	24356					\$ 20,000
TOTAL ANNUAL ADMINISTRATIVE COSTS (per 12 month period)		\$ 449,996	\$ 463,256	\$ 476,914	\$ 484,976	*

Monthly administrative invoices will be based on 1/12 of the Contractor's annual charges.

\* To advise of a twenty four (24) month renewal of the contract effective April 1, 2015 through March 31, 2017.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP904310-1

OAKS Vendor ID No.: 0000177551

Public Partnerships, LLC  
148 State St., 10<sup>th</sup> Floor  
Boston, MA 02109

CONTRACTOR'S CONTACT:

TERMS: Net 30 Days

Sarah Baldwin, Assistant Program Manager.  
c/o Public Partnerships, LLC  
148 State St., 10<sup>th</sup> Floor  
Boston, MA 02109

Telephone: 617-426-2026 ext. 1118  
FAX: 617-717-0085  
E-mail: sbaldwin@pcgus.com

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SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	04/01/15	To advise of a twenty four (24) month renewal of the contract effective April 1, 2015 through March 31, 2017.
2	04/01/13	To advise of a one-time charge for portal modifications to allow cross reference of Medicaid eligibility data.
1	11/26/12	To advise of a twenty four (24) month renewal of the contract effective April 1, 2013 through March 31, 2015 and notification of new state of Ohio contract person.

\* To advise of a twenty four (24) month renewal of the contract effective April 1, 2015 through March 31, 2017.