

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

REQUIREMENTS CONTRACT: MEDICAL SERVICES FOR NOBLE CORRECTIONAL INSTITUTION

CONTRACT No.: CSP900806

EFFECTIVE DATES: 07/01/05 to 06/30/06
Renewal through 06/30/11

The Department of Administrative Services has accepted proposals submitted in response to Request for Proposal No. CSP900806 that opened on May 4, 2005. The evaluation of the proposal responses has been completed. The Offeror listed herein has been determined to be the 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 Requirements 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 Department of Rehabilitation and Correction, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Request for Proposal.

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

Ross Leider
ross.leider@das.state.oh.us

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



<http://www.ohio.gov/procure>

MUTUALLY AGREED TO SPECIFICATION CHANGES:

In the Proposal under L. Pharmacy Services, Pharmaceuticals, Medical Supplies, Prosthetics and all Durable Medical Equipment reads in part: "Medications prescribed by DRC provided psychiatrists are to be supplied by the Medical Services Contractor. DRC will reimburse the medical services Contractor for the cost of medications prescribed by psychiatrists in addition to the firm fixed monthly contract rate. The medical contractor will be expected to provide this service in the most cost-effective manner, with the arrangement to include a credit for the return of unused medications as allowed by law. The cost of mental health drugs must not exceed the AWP, plus a 20% allowance for overhead fees. All psychotropic drug cost must be verifiable by documented itemized invoices from the actual provider(s). Contractor must comply with DRC drug formulary."

The ODRC would like to relieve Wexford the responsibility of obtaining any psychotropic drugs prescribed by staff psychiatrists and obtain these medications from the State's Central Pharmacy. This action would save the State a considerable amount of money each year and alleviate Wexford the cost and responsibility of procuring these medications for ODRC. Please respond with your agreement.

"Wexford responds to this notice regarding the removal of psychotropic medications from our contract. We will thus renegotiate with Braden for the removal of these medications from our present agreement. We acknowledge and agree to your removal of the psychotropic drugs from our responsibility and that you will be pursuing obtaining these medications through the State's Central Pharmacy."

RFP RESPONSE CLARIFICATIONS:

1. Cover Page Legal Authorization: – "Proposal does not represent a legally binding contract negotiated contract will be the governing document – not this proposal. The State's Proposal, Wexford's response and any clarifications are is the basis for the Contract. Your statement needs to be rescinded.

"We thus rescind our statement and accept the terms of the RFP."

2. Personal Profile:

Dr. Jose Ventosa – DEA Certificate expires on 5/31/05 – will need current DEA certificate.
Dr. Abunku - Medical license expires 7/1/05 – will need proof of new license prior to 7/1/05.
Dr. Thomas Murray – DEA Certificate expired 1/31/05 – will need to provide current DEA certificate.

"We will ensure that you receive the updated documents in each case as soon as they are available (for Dr.'s Ventos and Murray – by the end of next week)."

3. Work Plan 5.0:

Section 5.1 Administration – Wexford's response states that they provide 24 hr/day, 7 day/wk nursing coverage - ODRC provides the nursing care at NCI, this needs to be amended.

"We recognize that the ODRC provides nursing care at NCI although we have staffed to supplement that staffing with LPN coverage."

Mr. Webster is no longer with Wexford Health Sources, Inc., this needs changed/updated.

"Ms. Audrey Suiter, Regional Manager, is now operationally responsible for Noble CI and she reports directly to the Chief Operating Officer, Mark Hale."

Section 5.1.1 and 5.1.2 – The Health Care Administrator (HCA) is responsible for managing the day to day operations of the Inmate Health Services at NCI, Mr. McCourt is Wexford's representative and but works under the direction of the civil service HCA at NCI. This needs addressed.

"Wexford's Health Care Administrator will provide monthly schedules for all on-site providers and communicate all necessary daily functions that impact the daily medical operation of NCI to the State's Health Care Administrator. We pride ourselves on our spirit of partnership with our clients and will ensure that our HCA makes every reasonable effort to keep the State's HCA fully informed."

The prior contract designated Wexford to purchase all medical supplies, this was not addressed in the proposal. The State requires a statement from Wexford that they understand they will be responsible for all medical supplies.

"We have budgeted and priced to include medical supplies as indicated and required."

Section 5.1.2 page 6 - Health Services Administrator; Proposal states that Mr. McCourt develops and maintains a positive working relationship with the facility management and staff. The proposal needs to address daily communication of all the areas addressed in this section especially Daily Operations and Work Scheduling from the HAS to the civil service HCA.

"Mr. McCourt, the Administrator for Wexford Health Sources at NCI, will continue to work with the state's HCA as well as the facility administration as required in the RFP."

5.5.1 Statistical Reporting pg. 10: Does not list an Over-the-Cap-Report. Also lists various reports that the current civil service Health Care Administrator currently prepares and submits to BOMS. Clarification is needed for the reports that Wexford will provide.

"Wexford will include the over-the-cap report and will work cooperatively to provide any ad hoc or routine reports as requested by the ODRC. We will assist the state's HCA to the extent possible and provide support for report production as needed."

5.14 Wexford states on page 24, 2nd paragraph, that physician will be on site a minimum of five times per week - needs to read five days per week

:The physician will continue to be scheduled on-site five days per week."

5.15 pg. 24 Infirmery & Intermediate Care – c. 24 hr. nursing care is the responsibility of ODRC – Wexford's statement is confusing as they do not provide nursing care.

"Wexford provides supplemental services aside from nursing as that is the primary responsibility of the ODRC. We will continue to work cooperatively with those nursing staff and the HCA."

5.15 Infirmery vs. Hospital care - page 25 and 26 - Wexford is dictating services that can be provided in the infirmery vs. hospital, i.e.; Administration of I.V. antibiotics, Blood transfusions, Lumbar punctures, Paracentesis, Chemotherapy, etc. These services would not be provided at NCI. In the RFP, it states that Wexford would need to provide the appropriate health care staff if they wanted to provide services above what is deemed appropriate for ODRC Medical Correctional Facilities such as NCI. Statement from Wexford stating they understand that the above services are not available at NCI and will be their responsibility.

"We acknowledge that we will provide on-site nursing staffing should the need arise to provide services within the infirmery, such as IV therapy. We recognize that the ODRC nurses will not provide this level of care."

5.15.5 Page 27 - #6 Needs to include HCA, #8 State nurses see inmates in segregation, DSC held in the infirmery, #12 Intakes are to be screened within 8 hours after arrival.

"We will continue to comply with the requirements of the RFP as written."

5.16 pg. 28 – Hospital Care for Inmates – The RFP requires hospitalization expected to exceed 6 days or \$15,000. to be reported to the OSU PCRM and to the DRC Medical Director. Wexford's response says they will report to the OSU PCRM and to Wexford's on-site physician. The RFP states that patients requiring three or more days of skilled nursing care after hospital discharge may be considered for transfer to Corrections Medical Center. Wexford's response states they will consider transferring to OSU Medical Center. Clarification of Wexford's response is needed.

"Wexford will be financially responsible for the provision of hospital services for NCI inmates, including the Ohio State University Medical Center and the Correctional Medical Center, under the terms indicated in the DRC's Request for Proposal. Wexford will continue to utilize Southeastern Ohio Regional Medical Center for routine hospital admissions. In the event that a hospitalization is expected to exceed six days or \$15,000, Wexford will report the case to the OSU Patient Care Resource Manager and to the DRC Medical Director or his designee on the next working day in order to discuss and coordinate a transfer to the OSU. In the event that a patient will require three or more days of skilled nursing care after discharge from the hospital, Wexford will obtain approval from the DRC Medical Director for transfer to the CMC. Wexford's HSA also will communicate information regarding inpatient stays and transfers to the DRC's HSA. Wexford will remain financially responsible for the patient's care at OSU or CMC until the cap of \$15,000 is reached."

Section 5.18 - page 29 - Emergency contact is not through contact with 911 at NCI

“Wexford will continue to access emergency services, in concert with the nursing staff and HCA at NCI, and with the orders of our physicians, according to current requirements.”

Section 5.18.2 - page 30 - Ambulance service - Proposal states that Wexford will not assume any responsibility for security costs, this needs to be addressed if the contract provider is not willing to provide the service at the local area this creates undue hardship on NCI security because of having to transport the inmate then to OSU of which then causes overtime. Statement from Wexford stating that they are responsible to obtain specialty services locally to avoid transport situations and cost.

“Wexford will continue to provide specialty and other services at the most appropriate location, in closest proximity to NCI to minimize security costs to the facility. We will only utilize OSU based upon clinical need and will make every reasonable effort to maintain local specialty services.”

5.19.1 – Routine Lab Services – pg. 30 states DRC nursing staff will perform routine lab tests. Routine lab testing is to be completed by the contractor. Current vendor (Wexford) is not in compliance regarding completion of lab testing and filing of reports. Will need statement from Wexford noting they are responsible for drawing lab testing, completing the processing of the specimen and filing of lab reports. Also 5.25, pg. 47 is a direct contradiction of the lab process noted on 5.19.1.

“We have budgeted and priced to include a lab technician/phlebotomist and acknowledge that we will have responsibility for specimen collection, handling, contract lab services, tracking and physician signature of results.”

5.19.1 Page 31 - 2nd paragraph states that all lab results will be returned and checked by the nurse on duty, the Wexford lab or clerical staff member stamps and files lab reports accordingly the nurse will contact the physician for any critical lab values that are received by them

“See answer above.”

5.19.3 X-ray Services; Proposal states that they use a mobile unit. Please clarify as NCI has a standing unit. Wexford needs to address turn around time for x-ray results and physician reviews, also note who they are contracting to provide the services for readings.

“We will continue to provide x-ray services according to the terms of the contract and the RFP with the on-site equipment. Results will be available within a reasonable, specified time with telephone contact regarding abnormal findings requiring immediate follow-up and written interpretation reports generally within 24 hours.”

5.22.8 Expired Medications; again do not presently use other source than Braden Medical for return of expired meds needs clarified.

“While we currently have no desire to change from Braden for pharmacy services, should such an unforeseen need arise, we have alternative sources through national pharmacy agreements.”

Need specifications on the cost reimbursement to ODRC of expired meds.

“With the transfer of psychotropic medications being purchased directly by the State, reimbursement for expired drugs should no longer be an issue. Wexford would work with the central pharmacy to make sure all expired psychotropic medications are returned to the central pharmacy.”

5.22.14 Medication Information and Education; Proposal states that Wexford will assist in the provision of medical information to the practitioners, security officers and inmates regarding education on therapies, side effects, proper administration of meds, etc., please clarify who is to do this, at present, state staff have been doing this

“Wexford will provide medication information and education to practitioners, inmates, and security officers.”

5.23 – page 45; statement from contractor that they understand all inmates on the chronic care clinic caseload will be examined by a physician quarterly or more frequently if in poor control, per ODRC policy/protocol.

“We recognize the importance of compliance with the ODRC policies and protocols and will continue to adhere to their guidelines with regard to chronic clinic management and other dictates.”

5.24 annual In-service training has always been provided by state employees, Wexford has provided annual CPR/AED training to medical personnel only, please clarify

“Wexford will provide health education to NCI staff and inmates. As required by the ODRC’s Request for Proposal, Wexford will provide in-service training for NCI staff at least twice yearly in order to ensure that all staff members have an opportunity to participate. Topics will include the following as identified in the RFP:”

1. First Aid, CPR, and AED
2. Risks and signs of suicidal behavior and mental illness
3. Infectious disease (mandatory annual in-service)
4. Infection control
5. Psychotic behavior
6. Identifying and responding to medical emergencies
7. Reactions to psychotropics
8. Control of bleeding
9. Seizures
10. Universal precautions and blood borne pathogens
11. Signs and symptoms of chemical dependency
12. Lifts and carries
13. Suicide prevention.

Wexford also will provide mandatory annual TB testing for NCI staff.

Wexford’s inmate education program will include the following topics as identified in the RFP:

1. Care of minor skin wounds
2. Diabetes
3. Diabetes foot care
4. Exercise
5. Heart disease
6. Hypertension
7. Infection control
8. Salt, sodium and blood pressure
9. Sexually transmitted diseases
10. Effects of smoking
11. Stress management
12. Infectious diseases including HIV, hepatitis, and TB
13. Obesity
14. Low cholesterol/low fat diet.

5.25 Lab also needs to address DNA testing

“We will address DNA testing as a component of laboratory services.”

5.27 Pre-release: ODRC policy states that the Medical Doctor will review the charts of any pending releases, proposal states the nurses do this.

“The physician will continue to review the charts of any inmate pending release or transfer to pre-release status.”

Below is a partial listing of specialty services. Offerors are advised that the services listed below must be made available under this Contract, but additional services may be required. DRC prefers that the majority of the specialty services be performed on-site at the institution and any that must be provided off-site must be within a thirty-mile radius of the institution.

"We acknowledge the desire to have on-site specialty services when at all possible and that there is a restriction of 30 miles for specialty consults off-site unless such services are simply unavailable within that radius."

One item covered by this requirement is under x. and is HIV and Hepatitis C care and prescriptions. The Offeror's response does not mention the treatment of Hepatitis C inmates. Under the current Contract, Wexford is not responsible for the GE consults, liver bx, VL's and treatment. The State requires a statement from the Offeror stating they will be responsible for all costs associated with the treatment of Hepatitis C including, GE Consults, Liver Biopsy, Viral Load testing and all treatment as specified in ODRC Policy and Protocol.

"Wexford will be financially responsible for all costs associated with the diagnosis and treatment of Hepatitis C—including GE consults, liver biopsy, viral load testing, and other treatments specified in the ODRC's Hep C Policy and Protocol. The costs for all Hep C-related diagnosis and treatment was included in our original proposal pricing and was based upon our analysis of the volume of Hep C patients historically at the NCI."

L. Pharmacy Services, Pharmaceuticals, Medical Supplies, Prosthetics and all Durable Medical Equipment. Payment of all prescription and over the counter medications, medical supplies, durable medical equipment and aids, dentures, dental appliances, and prosthetics will be the responsibility of the Contractor. Medications must be prescribed by licensed practitioners in accordance with State and Federal laws. Contractor is responsible for medication and prescriptions including those associated with the care of Hepatitis C and HIV in accordance with DRC protocols. The State requires a statement from Vendor that they are responsible to provide Hep A and Hep B Vaccines for the institution.

"Wexford will be responsible for the provision of Hepatitis A and B vaccines to administer to NCI inmates as warranted by their work assignment or medical status."

In the Proposal under L. Pharmacy Services, Pharmaceuticals, Medical Supplies, Prosthetics and all Durable Medical Equipment reads in part: "Medications prescribed by DRC provided psychiatrists are to be supplied by the Medical Services Contractor. DRC will reimburse the medical services Contractor for the cost of medications prescribed by psychiatrists in addition to the firm fixed monthly contract rate. The medical contractor will be expected to provide this service in the most cost-effective manner, with the arrangement to include a credit for the return of unused medications as allowed by law. The cost of mental health drugs must not exceed the AWP, plus a 20% allowance for overhead fees. All psychotropic drug cost must be verifiable by documented itemized invoices from the actual provider(s). Contractor must comply with DRC drug formulary."

The ODRC would like to relieve Wexford the responsibility of obtaining any psychotropic drugs prescribed by staff psychiatrists and obtain these medications from the State's Central Pharmacy. This action would save the State a considerable amount of money each year and alleviate Wexford the cost and responsibility of procuring these medications for ODRC. Please respond with your agreement.

"A Wexford Pharmacy Technician or a Wexford Licensed Practical Nurse will assume responsibility for processing all psychotropic medication orders, shipments, and returns, including: faxing orders to the State's Central Pharmacy; receiving, logging, and stocking orders; accounting for outdated medications; and facilitating the return of outdated medication to the Central Pharmacy. This additional staffing responsibility will require that Wexford renegotiate its current contract with Braden."

5.22 Page 37 Pharmacy - Wexford talks about national providers, this needs to be clarified.

"Although there is no intent to change from Braden, should such an unforeseen need arise, Wexford has national agreements with several pharmacies with experience in corrections."

Also in 5.22.1 Wexford addresses med orders being delivered via UPS or FedEx, this has never been done by the contractor in prior years.

"While this has never been done to date, should the situation arise that a change from Braden is necessary or unavoidable, national pharmacy vendors within the corrections environment routinely utilize these delivery routes with success."

Need clarification needed on emergency medical kits (man down bags).

"We will require with the terms of the RFP with regard to this issue and all others."

5.36 Clinical Nutritional Services page 60; Contractor to provide a statement agreeing to provide the services as outlined in the RFP.

"We have budgeted and priced for the part-time services of a registered clinical dietitian to meet these needs."

5.40 Work review and Reports pg. 64 lists reports that are provided. NCI does not receive a monthly over-the-cap report from the vendor. Needs clarification from Contractor that this report will be completed monthly.

"Wexford will provide a monthly over-the-cap report and any other report as mutually agreed upon."

5.5.1 Statistical Reporting pg. 10. does not lists various reports that the current civil service Health Care Administrator currently prepares and submits to BOMS. Clarification is needed for the reports that Wexford will provide.

"See both responses above regarding reports."

5.7 Staff Orientation - Proposal states that all new Wexford employees will go through their comprehensive orientation program, especially specific job responsibilities, is this new? Please address in detail.

"Wexford will continue to do new employee orientation that we have done historically and work with the facility on any changes that may be necessary."

7.9 Proposed Organization Chart – pg. 74 – Indicates that the Health Services Administrator (contractor) has administrative authority of the DRC nursing staff. In actuality, ODRC has a Health Care Administrator (HCA) who supervises the nursing staff. In this proposal the DRC HCA is not recognized. The HCA is responsible to oversee the healthcare services provided to NCI by Wexford and would be the link from the Contract Health Service Administrator to the Institution and should be recognized as such in this proposal. Communication and reporting to the ODRC HCA from the contractor's Health Services Admin. Needs to be clearly defined in the proposal to eliminate any misunderstanding during the course of this contract.

"We will continue to work with the organizational structure dictated by the ODRC."

21.0 Optional Telemedicine – ODRC would welcome a proposal from Wexford regarding Telemedicine use at NCI, detailing the use of Telemedicine and the cost savings related to the contract and ODRC.

"We are more than happy to submit such a proposal and will do so after such time as this contract is awarded and executed."

COST SUMMARY:

The Contractor agrees to furnish an Inmate Medical Services program compliant in every manner to the specifications and requirements of this RFP and to the Contractor's proposal submission should the Contractor's proposal exceed the specifications and requirements of this RFP. Pharmacy Services is hereby removed from this Contract.

Offeror must quote a firm fixed price for the period. Offeror must state a price per month and a total price for each year. As stated in the RFP, the anticipated population to be served will be approximately twenty-one hundred and fourteen (2114) inmates.

Offeror must also include a capitated rate, which will be used to make adjustments to the quoted cost per month should the population deviate by more/less than one-hundred (100) inmates. The monthly population will be determined by the inmate count on the last day of each month. The capitated rate will not be used for proposal evaluation.

A quote shall be offered for each of the following time periods. Failure to quote all time periods shall cause the Offeror's proposal to be deemed non-responsive and no further consideration for award will be given.

By mutual agreement effective November 1, 2009, there will be an addition in the current staffing levels. This addition will reflect a 0.5 Dentist and 1.5 Dental Assistant. These positions will be offered at the following rates:

Dentist: \$81.56 per hour
 Dental Assistant: \$13.56 per hour

These rates reflect an hourly rate plus benefits. A summary of hours for these additional positions will be included on the monthly invoice by the Contractor.

Item number: 4810

TIME PERIOD	COST PER MONTH	NUMBER OF MONTHS	YEARLY FIRM FIXED TOTAL
July 1, 2005 Through June 30, 2006	\$ 217,125.00	X 12	\$2,605,500.00
July 1, 2006 Through June 30, 2007	\$ 228,415.50	X 12	\$2,740,986.00
July 1, 2007 Through June 30, 2008	\$ 290,797.92	X 12	\$3,489,575.00
July 1, 2008 Through June 30, 2009	\$ 305,919.42	X 12	\$3,671,033.00
July 1, 2009 Through June 30, 2010	\$ 314,747.05	X12	\$3,776,964.60
July 1, 2010 Through June 30, 2011	\$ 266,738.13	X12	\$3,200,857.50

CAPITATED RATES

TIME PERIOD	CAPITATED RATE
July 1, 2005 Through June 30, 2006	\$ 2.26
July 1, 2006 Through June 30, 2007	\$ 2.38
July 1, 2007 Through June 30, 2008	\$ 3.45
July 1, 2008 Through June 30, 2009	\$ 3.63
July 1, 2009 Through June 30, 2010	\$ 3.74
July 1, 2010 Through June 30, 2011	\$ 3.74

EMERGENCY RATES

Emergency services rendered under Medical Disaster Plan will be invoiced at the following hourly rate. The emergency rate will not be used for proposal evaluation.

TIME PERIOD	PHYSICIANS	ALL OTHER STAFF AND TECHNICIANS
July 1, 2005 Through June 30, 2006	\$ 155.00/per hour	\$ 43.00/per hour
July 1, 2006 Through June 30, 2007	\$ 162.00/per hour	\$ 45.00/per hour
July 1, 2007 Through June 30, 2008	\$ 170.00/per hour	\$ 48.00/per hour
July 1, 2008 Through June 30, 2009	\$ 177.00/per hour	\$ 50.00/per hour
July 1, 2009 Through June 30, 2010	\$ 179.95/per hour	\$ 51.83/per hour
July 1, 2010 Through June 30, 2011	\$ 179.95/per hour	\$ 51.83/per hour

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000099966
 Wexford Health Sources, Inc.
 Foster Plaza 2
 425 Holiday Drive
 Pittsburgh, PA 15220

BID CONTRACT NO.: CSP900806-1 (06/30/11)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Nick Little

Telephone: (412) 937-8590, ext. 284
 FAX: (412) 937-8599
 E-mail: nlittle@wexfordhealth.com

SUMMARY OF AMENDMENTS

AMENDMENT NUMBER	REVISION DATE	DESCRIPTION
9	5/13/11	To advise that Contract CSP900806 will not be renewed beyond the current expiration date of June 30, 2011.
8	5/14/10	Add FY2011 Capitated Rates and Emergency Rates
7	5/11/10	Renew Contract through June 30, 2011 and reduce amount by \$576,107.10
6	11/01/09	Indicates an addition of 0.5 Dentist and 1.5 Dental Assistants effective November 1, 2009. See notes regarding invoicing for these positions.
5	06/17/09	Indicates mutual agreement for Contract renewal effective July 1, 2009 through June 30, 2010 with a reduction of 2.2% in fees for the renewal year.
4	8/24/07	Increase cost per month.
3	6/13/07	Contract renewal 7/1/07-6/30/09.
2	2/28/07	Change of mailing address.
1	1/4/07	Correct expiration date.