



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: SUPPLEMENTAL REMOTE PHARMACY REVIEW SERVICES

CONTRACT NUMBER: CSP901310

EFFECTIVE DATES: 7/1/09 TO 6/30/11

* Renewal through 6/30/15

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP901310 that opened on May 11, 2009. 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 Mental Health (ODMH), 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:

Ross Leier, CPPB
ross.leier@das.state.oh.us

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

www.ohio.gov/procure

* Change renewal through date to 6/30/15.

SUPPLEMENTAL REMOTE PHARMACY SERVICES CONTRACT REQUIREMENT SYNOPSIS: This section gives only a summary of the Project Requirements.

In summary, Offerors are responsible for addressing how they will provide the following services in their Proposals:

1. Ensure a successful implementation and provide necessary services for the transition/services required upon the Contract's expiration/termination.
2. Have a minimum of two (2) years experience providing remote pharmacy services in a healthcare environment of at least 100 beds (e.g., intermediate care, long term care, or hospital).
3. Provide pharmacy review of physician orders through a secure, encrypted, HIPAA-compliant connection, to seven (7) hospitals.
4. Provide daily and monthly reporting as outlined in this RFP.
5. Comply with all applicable HIPAA and Medicare standards and agree to the additional terms and conditions contained in the Business Associate Agreement with the State on behalf of the Ohio Department of Mental Health. (See Attachment Twelve.)
6. Provide contract pharmacists with clinical experience, effective communication skills, and knowledge of computerized order entry and unit dose packaging systems.
7. Provide a group of contract pharmacists, licensed by the state of Ohio, for remote medication order review.
8. Perform electronic review and verify computerized physician medication order entry, both biometric and non-biometric.
9. Take appropriate steps to avoid or resolve potential problems.
10. Review and verify physician orders within 120 minutes of the order entry.
11. Provide telephone support by means of a toll free telephone number.
12. Develop and provide a Quality Assurance manual.
13. Provide all inclusive monthly billing, by hospital.

ODMH PRIMARY POINT OF CONTACT INFORMATION. Current ODMH project representatives, by name and position title:

Primary Contact: Diane McAllister, Pharm D.
Twin Valley Behavioral Healthcare – Columbus Campus
2200 West Broad Street
Columbus, OH 43223
(614) 752-0333 mcallisterd@mh.state.oh.us

Secondary Contact: Theresa Seagraves, Director System Integration
Ohio Dept of Mental Health
30 East Broad St., 8th floor
Columbus, OH 43215
(614) 466-6783 seagravest@mh.state.oh.us

Any changes or requests related to contractual obligation or organizational status shall be forwarded to:

Ross Leider, CPPB
DAS, Office of Procurement Services
4200 Surface Rd.
Columbus, OH 43228-1395
(614) 644-1807 ross.leider@das.state.oh.us

CONTRACT ADMINISTRATION.

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 Contactor'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. The Contractor shall provide the DAS Office of Procurement updated insurance, DMA, and EOD forms for the Contractor's organization on an annual basis, or as appropriate when changes go into effect. In addition, the Contractor shall submit, on an annual basis, its financial statements that have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America and audited in accordance with GAAP in the United States of America. The financial statements shall be submitted to the OPS within 30 days of the closing of the Contractor's fiscal year.

BILLING AND PAYMENT PROCEDURES. Contractor agrees to comply with the State's request and prefers to prepare one (1) combined monthly invoice that will include a breakdown of each BHO's monthly fee.

- a. Contractor to send invoices to:
Ohio Department of Mental Health
Attention: Andrea Garringer, Hospital Services Division
30 East Broad Street – 8th floor
Columbus, OH 43215-0434
- b. ODMH to remit payment to:
Cardinal Health Solutions, Inc.
The Pharmacy Resources Business of Cardinal Health
21377 Network Place
Chicago, IL 60673-1213

Payment Terms and Invoices. Contractor shall submit an invoice each month to the Ohio Department of Mental Health address identified in paragraph 6.a. The invoice shall include the monthly service fees for all ODMH BHOs, individually identified, for services rendered in the month prior. Invoice payments from ODMH are due to Contractor within thirty (30) days of the Contractor's invoice date.

BUSINESS ASSOCIATE GUIDES. Business Associate Guides are part of the RFP and include requirements stated elsewhere within the RFP; therefore signature by both parties is not required. Agreement and compliance with the Business Associate Guide is part of the project requirement.

PROOF OF INSURANCE. Contractor's Contract Manager will supply the State with updated insurance certificates as they occur and/or on a periodic basis in conjunction with current policy expiration dates. The required documentation will be forwarded to ODMH's primary point of contact.

OHIO LICENSURE REQUIREMENTS FOR TEXAS OPERATIONS. Contractor's Contract Manager will keep the State updated on progress of the Ohio non-reside pharmacy license for Contractor's Texas pharmacy service center; such progress will be communicated to ODMH's primary point of contact.

CONTRACT NON-COMPLIANCE. A primary goal of the ODMH program is to assure that the program receives high quality services from providers. To this end, ODMH will work in partnership with the Contractor to meet this goal. The partnership is defined by this contract and it is important that communication between the Contractor and the ODMH be open and supportive. Should Contract non-compliance be an issue, ODMH will make every effort to resolve the problem in the least invasive manner.

- a. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in this Contract may result in the imposition of remedies as explained below in paragraph 2.
 - 1) The Contractor shall be required to process all ODMH purchase orders within the time period specified herein. ODMH will monitor compliance.

- 2) ODMH must be promptly notified of any procedural changes outside the technical requirements listed herein.
- b. Resolution for Contract Non-Compliance. ODMH will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.
- 1) For any infractions not immediately remedied by the Contractor, ODMH will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction. DAS will apply the provisions of Contract Terms and Conditions to resolve the infraction.
 - 2) DAS will impose upon the Contractor remedies for non-compliance regarding Contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

DMH REGIONAL PSYCHIATRIC HOSPITAL (RPHs)

HOSPITAL	ADDRESS	PHARMACY CONTACT	TELEPHONE NUMBER
Appalachia Behavioral Healthcare in Athens	100 Hospital Drive Athens, OH 45701	Diane McAllister, PharmD.	614.752.0333
Heartland Behavioral Healthcare in Massillon	3000 Erie Street South Massillon, OH 44648	Michael Rynearson, R.PH	330.833.8135
Northcoast Behavioral Healthcare in: Cleveland Northfield	1708 Southpoint Drive Cleveland, OH 44109 1756 Sagamore Road Northfield, OH 44067	Alan Pires, R.PH	330.467.7131
Northwest Ohio Psychiatric Hospital in Toledo	930 South Detroit Avenue Toledo, OH 43614	Martha Meeker, R.PH	419.381.1881
Summit Behavioral Healthcare in Cincinnati	1101 Summit Road Cincinnati, OH 45237	Lavonda Dallas, R.PH	513.948.3600
Twin Valley Behavioral Healthcare in Columbus	2200 West Broad Street Columbus, OH 43223	Diane McAllister, PharmD	614.752.0333

FY2012 Allocation of Fees per Site based on Percentage of Total Bed Size

Facility	Bed Size	Percent of Total Bed Size	Allocated Monthly Fee	Annual Fee
Appalachian(Athens Only)	88	8.40%	\$ 2,841.08	\$ 34,093.01
Heartland	130	13.40%	\$ 4,197.06	\$ 50,364.67
Northcoast (Northfield Only)	260	24.80%	\$ 8,394.11	\$ 100,729.34
Northwest Ohio	114	10.88%	\$ 3,680.50	\$ 44,165.94
Summit	284	27.10%	\$ 9,168.95	\$ 110,027.44
Twin Valley (Columbus Only)	172	16.41%	\$ 5,553.03	\$ 66,636.33
Totals	1048	100.00%	\$ 33,834.73	\$ 406,016.73

FY2013 and FY2014 Allocation of fees is located on page 8.

COST SUMMARY

TITLE: SUPPLEMENTAL REMOTE PHARMACY REVIEW SERVICES

RFP NO.: CSP901310

INDEX NO.: DMH029T

UNSPSC NO.: 80000000

EFFECTIVE DATE OF SERVICES: July 1, 2009

MONTHLY SERVICE FEES. The monthly service fees for each Regional Psychiatric Hospital are listed below. In total, the Annual Fee in each period equals the Extended Cost totals included on the hourly fee schedule included in the Contract. All costs and pricing shall be reflected in U.S. Dollars. Offeror's "Not to Exceed Cost"

DESCRIPTION (FIRST TERM ANNUAL COSTS)	HOURLY RATE	HOURS / YEAR (APPROXIMATES)	EXTENDED COST
1. Standard hours (Monday – Friday for a total of 75 hrs @ week)	\$ 71.16	3750	\$ 266,850
2. Weekend hours (Saturday & Sunday for a total of 48 hrs @ week)	\$ 71.16	2496	\$ 177,615.36
3. SUBTOTAL: Non-holiday work week TOTAL HOURS (123 hrs per week) (Line 1 + Line 2)		6246	\$ 444,465.36
4. Holiday hours (10 holidays @ yr x 24 hr coverage)	\$ 71.16	240	\$ 17,078.40
TOTAL FIRST TERM ANNUAL COSTS (Line 3 + Line 4)		6486	\$ 461,543.76

DESCRIPTION (FY2012 RENEWAL TERM ANNUAL COSTS) July 1, 2011 through June 30, 2012	HOURLY RATE	HOURS / YEAR (APPROXIMATE)	EXTENDED COST
1. Standard hours (Monday – Friday for a total of 75 hrs @ week)	\$ 62.57	3825	\$ 239,330.25
2. Weekend hours (Saturday & Sunday for a total of 48 hrs @ week)	\$ 62.57	2424	\$ 151,669.68
3. SUBTOTAL: Non-holiday work week TOTAL HOURS (123 hrs per week) (Line 1 + Line 2)		6249	\$ 390,999.93
4. Holiday hours (10 holidays @ yr x 24 hr coverage)	\$ 62.57	240	\$ 15,016.80
TOTAL FIRST TERM ANNUAL COSTS (Line 3 + Line 4)		6489	\$ 406,016.73

FEE SCHEDULE (rates effective July 1, 2009 through June 30, 2010)

<u>RPH SITE</u>	<u>OAKS ITEM ID</u>	<u>MONTHLY FEE</u>	<u>ANNUAL FEE</u>
<u>APPALACHIAN (ATHENS ONLY)</u>	16327	3,008.58	36,102.96
<u>HEARTLAND</u>	16328	4,444.50	53,334.00
<u>NORTHCOAST (CLEVELAND/NORTHFIELD)</u>	16329	9,572.76	114,873.12
<u>NORTHWEST OHIO PSYCHIATRIC HOSPITAL</u>	16332	3,897.48	46,769.76
<u>SUMMIT</u>	16335	9,709.51	116,514.12
<u>TWIN VALLEY (COLUMBUS ONLY)</u>	16336	7,829.14	93,949.68
TOTALS		38,461.97	461,543.64

FEE SCHEDULE (rates effective July 1, 2010 through June 30, 2011)

<u>RPH SITE</u>	<u>OAKS ITEM ID</u>	<u>MONTHLY FEE</u>	<u>ANNUAL FEE</u>
<u>APPALACHIAN (ATHENS ONLY)</u>	16327	3,113.86	37,366.27
<u>HEARTLAND</u>	16328	4,600.02	55,200.18
<u>NORTHCOAST (CLEVELAND/NORTHFIELD)</u>	16329	9,907.73	118,892.69
<u>NORTHWEST OHIO PSYCHIATRIC HOSPITAL</u>	16332	4,033.86	48,406.31
<u>SUMMIT</u>	16335	10,049.26	120,591.16
<u>TWIN VALLEY (COLUMBUS ONLY)</u>	16336	8,103.09	97,237.23
TOTALS		39,807.82	477,693.84

FY2013 Allocation of Fees per Site based on Percentage of Total Bed Size

Facility	Bed Size	Percent of Total Bed Size	Allocated Monthly Fee	Annual Fee
Appalachian(Athens Only)	88	7.77%	\$ 2,485.44	\$ 27,339.84
Heartland	148	13.06%	\$ 4,180.05	\$ 45,980.55
Northcoast (Northfield Only)	260	22.95%	\$ 7,343.34	\$ 80,776.74
Northwest Ohio	114	10.06%	\$ 3,219.77	\$ 35,417.47
Summit	291	25.68%	\$ 8,218.89	\$ 90,407.79
Twin Valley (Columbus Only)	232	20.48%	\$ 6,552.51	\$ 72,077.61
Totals	1133	100.00%	\$ 32,000.00	\$ 352,000.00

FY2014 Allocation of Fees per Site based on Percentage of Total Bed Size

Facility	Bed Size	Percent of Total Bed Size	Allocated Monthly Fee	Annual Fee
Appalachian(Athens Only)	88	7.77%	\$ 2,522.72	\$ 30,272.64
Heartland	148	13.06%	\$ 4,242.75	\$ 50,913.00
Northcoast (Northfield Only)	260	22.95%	\$ 7,453.49	\$ 89,441.88
Northwest Ohio	114	10.06%	\$ 3,268.07	\$ 39,216.84
Summit	291	25.68%	\$ 8,342.17	\$ 100,106.04
Twin Valley (Columbus Only)	232	20.48%	\$ 6,650.80	\$ 79,809.60
Totals	1133	100.00%	\$ 32,480.00	\$ 389,760.00

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP901310-1A (06/30/15) *

174662
Cardinal Health Pharmacy Services, LLC
7000 Cardinal Place
Dublin, OH 43017

TERMS: Net 30 Days

CONTRACTOR'S CONTACT:

Primary:
Tommy Roberts, Dir of Pharmacy Svc. Center - Dublin
Cardinal Health Pharmacy Service Center
4872 Blazer Memorial Parkway
Dublin, OH 43017

Telephone: (614) 932-0612
(877) 244-5763 (toll free)
FAX: (614) 210-0824
(877) 244-5769 (toll free)
e-mail: Tommy.Roberts@cardinalhealth.com

Secondary (Contract Office):
Robin Popp, Contract Analyst
Cardinal Health
1330 Enclave Parkway
Houston, TX 77077

Telephone: (281) 749-4045
FAX: (281) 749-2011
e-mail: Robin.Popp@cardinalhealth.com

PAYMENT ADDRESS:

Cardinal Health Pharmacy Services, LLC
7000 Cardinal Place
Dublin, OH 43017

*Indicates Renewal through 6/30/15.

SUMMARY OF AMENDMENTS

AMENDMENT NUMBER	REVISION DATE	DESCRIPTION
*9	6/21/14	Advise that this Contract is renewed for an additional 12 months from July 1, 2014 through June 30, 2015.
8	8/1/12	Add percentage symbol, change some numbers relating to bed capacity in facilities, corrected some numbers in allocation charts. Change contact information for Cardinal Health. No change to total monthly or annual fees.
7	7/25/12	Contract renewal for the period of 8/1/12 through 6/30/14, price reduction for FY13 and FY14 and renumbering of pages.
6	6/5/12	One month unilateral renewal from 7/1/12 through 7/31/12.
5	9/29/11	Adjust percentages and pricing due to rounding to whole numbers to reflect more accurate numbers.
4	6/23/11	Change pricing due to a dollar rounding error.
3	6/28/11	Renew Contract for the period of July 1, 2011 through June 30, 2012 and reduce pricing.
2	11/10/09	o indicate a change in the OAKS Contract Number required due to the change in vendor ID number.
1	10/28/09	To indicate the redistribution of costs/clients at respective BHOs; modify OAKS vendor information/Contractor index page; and add the Summary of Amendments page.

* Add amendment number 9.