



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: Medication Therapy Management in the Community: Improving Chronic Disease Outcomes

CONTRACT NUMBER: CSP907015

EFFECTIVE DATES: 06/23/15 TO 09/29/16
* Renewal through 09/30/18

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP907015 that opened on 03/23/15. 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.

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

www.ohio.gov/procure

*indicates a revision to the contract expiration date

Mutually Agreed upon Exceptions to the Standard Terms and Conditions

Pages 28, 32, 39, 40 and others – Warrants

Throughout the RFP, including, but not limited to RFP pages 28, 32, 39 and 40, the University of Cincinnati (UC) does not, “warrant”. Accordingly, replace all instances of “warrant” with represents.

Page 28 - Banning the Expenditure of Public Funds on Offshore Services.

Executive Order 2011-12K: Government the Expenditure of Public Funds for Offshore Services is not applicable to the UC, as exempted by section 4.b. of that same order.

Pages 28, 29, 32, 39, 40 and others – Indemnification

Any and all terms, either direct or as a flow-down, requiring UC indemnification of any other party to this agreement shall not apply to UC. As per section 3345.15 of the Ohio Revised Code, the Attorney general of Ohio is the attorney of the state universities. Indemnification and hold harmless clauses have been held unenforceable by the Attorney General under Opinion 96-060 dated November 21, 1996, Opinion 99-049 dated September 21, 1999 and Opinion 2005-007 dated March 1, 2005, unless certain conditions obtain, specifically (a) that there has been an appropriation for that purpose by the State Legislature, and (b) the duration of the promise is limited to the biennium for which the appropriation was authorized. All three opinions are found at: www.ohioattorneygeneral.gov/legal/opinions. Indemnification is an obligation of future funds. The State of Ohio is funded on a biennium and cannot incur future debt that has not been appropriated by the Ohio General Assembly.

Instead, liability of UC under this agreement will be governed by Section 2743 of the Ohio Revised Code. UC will be responsible for the acts and omissions of its employees and agents. UC maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to UC and its employees, agents and volunteers, while acting on US’s behalf.

Page 29 – Insurance

UC, through its Office of Risk Management and Insurance, now has and will maintain during the term of the Contract a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to UC and its employees, agents and volunteers, while acting on UC’s behalf.

The primary level of insurance for general and professional (patient care) liability is provided through a self-insurance program, consisting of trust funds maintained by an independent trustee and actuarially supported to liability limits of \$100,000 per occurrence for general liability and \$4,000,000 per occurrence for professional liability. The funds’ financial soundness is reviewed and certified annually by an outside actuarial firm. UC also participates in a self-insurance program among several state universities in Ohio for automobile liability and general liability insurance coverages. However, because the primary level of coverage is through self-insurance, there is no “certificate of Insurance” for this coverage, and additional insured parties cannot be named.

Workers Compensation Insurance for UC employees is provided through the state fund. UC has been assigned a “Worker’s Compensation Risk Number; however there is not a certificate for that coverage.

Page 36 – Handling of the State’s Data

Owing to the fact that various state and federal regulations already control, delete the last sentence of this section with respect to UC – “In addition to any other liability... and ending with “while it is in the Contractor’s possession.”

Page 39 and 40 - General, Software and Equipment Warranties

UC makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability of fitness for a particular purpose, or that any activity performed or deliverable provided hereunder shall be free of infringement of third-party intellectual property rights or other rights.

Page 43 – Conflict of Interest

UC is a State of Ohio institution of higher education, accordingly, all UC employees are employees of the State of Ohio.

ATTACHMENT NINE
COST SUMMARY FORM

Contract Title: Medication Therapy Management in the Community: Improving Chronic Disease Outcomes
 Contract Number: CSP907015

UNSPSC CATEGORY CODE: 85100000

OAKS ID No.	Description	Cost
27585	1. Correspond with the ODH project manager on a monthly basis regarding the progress and status of each deliverable.	\$747.00 per month
27586	2.*Provide the ODH Chronic Disease Section with expert technical assistance and guidance in implementing the Medication Therapy Management (MTM) Project with physician practices and community pharmacies in counties identified for the project.	\$ 747.00 per month
27587	3. Actively participate in all scheduled meetings and conference calls of the MTM Collaborative (members consisting of representatives from local sites providing MTM service).	\$ 249.00 per month
27588	4. Serve on the MTM Consortium (consisting of faculty from Ohio Colleges of Pharmacy, and its Work Groups). Provide guidance and technical assistance to the MTM Collaborative on implementing and evaluating the MTM project. (18 months).	\$ 498.00 per month
27589	5. Provide summary reports to the ODH Contract Manager on the specified primary and secondary endpoints for patients enrolled by participating MTM sites and progress toward communicating MTM consult results back to referring physicians. Summary reports due on the last day of each month.	\$ 498.00 per month
27590	6. Provide a project timeline and implementation plan that includes an assessment of current working relationships between the Contractor and primary care/PCMH practices and 340B pharmacies at potential MTM sites, preliminary data on current in-house or community-based pharmacy services available through identified primary care/PCMH practices, and the mechanisms used by participating pharmacists to communicate findings from MTM consultants back to the treating physician.	*\$ 0 each
*30127	7a.*Build upon established work in Montgomery County and identify one new physician practice and one new community pharmacy and enroll in the Contractor's MTM project in year 1 of the contract renewal.	*\$ 18,632.00 each
*30128	7b.*Identify one new physician practice and enroll in the Contractor's MTM project in year 2 of the contract renewal. Design and implement referral and follow-up protocols that will be established with the practices for MTM patient consults, and mechanisms in place or to be developed for communicating MTM consult findings back to referring physicians. Collect data for specified primary and secondary endpoints for patients enrolled by participating MTM sites, to be reported in deliverable #5.	*\$ 10,632.00 each
27592	8. *Provide a plan by September 29, 2018, for sustaining MTM services in physician practices and community pharmacies after the project period.	\$ 5,000.00 each
27593	9. *Provide progress reports, one on September 30, 2017 and one on September 30, 2018) summarizing all work performed under this contract, including accomplishments, challenges, lessons learned, opportunities and recommendations for the MTM project.	\$ 5,000.00 each

All costs are in U.S. Dollars.
 The State is not responsible for any costs not identified.
 There are no additional reimbursement for travel or other related expenses.

*Changes to OAKS ID Numbers, item descriptions, deliverable dates and cost as indicated.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO: CSP907015-1

54463
University of Cincinnati
Sponsored Research Services
University Hall
51 Goodman Drive, Ste. 530
Cincinnati, OH 45221-0222

Remit to Address:

TERMS:

Net 30 Days

54463
University of Cincinnati
Sponsored Research Services
University Hall
51 Goodman Drive, Ste. 530
Cincinnati, OH 45221-0222

CONTRACTOR'S CONTACT: Mr. David Gearing

Phone: (513) 556-5969
Fax: (513) 556-4346
Email: david.gearing@uc.edu

SUMMARY OF ADMENDMENTS

ADMENDMENT NUMBER	EFFECTIVE DATE	DESCRIPTION
1	09/30/16	Acknowledge renewal for the period of 09/30/16 through 09/30/18 and changes to item descriptions, deliverable dates and cost as indicated and add the Summary of Amendments page.