



Contract Award Notification Update

Subject: Pharmaceuticals Contract Expiration & Replacement

DATE: April 28, 2015

AWARD #: [PGB-22000](#)

GROUP #: 10200

AWARD DESCRIPTION: Group 10200 – Pharmaceutical Prime Vendor Contract(Cardinal Health 411, Inc)
(Statewide)

CONTRACT PERIOD: June 26, 2010 – April 28, 2015

CONTACT: John Normile | 518-408-2557 | john.normile@ogs.ny.gov

CONTRACT NO.: PC65140 **CONTRACTOR:** Cardinal Health 411, Inc.

Contract PC65140 has expired effective April 28, 2015.

New York State Office of General Services, Procurement Services has executed a new contract with Cardinal Health 411, Inc. for the purchase of generic and brand name pharmaceutical products. See Award: 22881; Group: 10200; contract: PC66755.



Contract Award Notification Update

Subject: Short Term Extension of Cardinal Health 411, Inc.
Contract

DATE: March 24, 2015

AWARD #: [PGB-22000](#)

GROUP #: 10200

AWARD DESCRIPTION: Group 10200 – Pharmaceutical Prime Vendor Contract(Cardinal Health 411, Inc)
(Statewide)

CONTRACT PERIOD: June 26, 2010 – April 28, 2015

CONTACT: John Normile | 518-408-2557 | john.normile@ogs.ny.gov

CONTRACT NO.: PC65140

CONTRACTOR: Cardinal Health 411, Inc.

New York State Office of General Services, Procurement Services has extended our contract with Cardinal Health 411, Inc. through April 28, 2015 or until a replacement contract has been executed, whichever occurs first.

All terms and conditions of the current contract remain unchanged.



Contract Award Notification Update

Subject: Short Term Extension of Cardinal Health 411, Inc.
Contract

DATE: March 13, 2015

AWARD #: [PGB-22000](#)

GROUP #: 10200

AWARD DESCRIPTION: Group 10200 – Pharmaceutical Prime Vendor Contract(Cardinal Health 411, Inc)
(Statewide)

CONTRACT PERIOD: June 26, 2010 – March 28, 2015

CONTACT: John Normile | 518-408-2557 | john.normile@ogs.ny.gov

CONTRACT NO.: PC65140

CONTRACTOR: Cardinal Health 411, Inc.

New York State Office of General Services, Procurement Services has extended our contract with Cardinal Health 411, Inc. through March 28, 2015 or until a replacement contract has been executed, whichever occurs first.

All terms and conditions of the current contract remain unchanged.



Contract Award Notification Update

Subject: Expiration of Cardinal Health 411, Inc. Contract

DATE: February 26, 2015

AWARD #: [PGB-22000](#)

GROUP #: 10200

AWARD DESCRIPTION: Group 10200 Pharmaceutical Prime Vendor Contract (Cardinal Health 411, Inc.)
(Statewide)

CONTRACT PERIOD: June 26, 2010 through February 28, 2015

CONTACT: John Normile

| 518-408-2557 |

John.Normile@ogs.ny.gov

CONTRACT NO.: PC65140

CONTRACTOR: Cardinal Health 411, Inc.

New York State Contract PC65140 with Cardinal Health 411, Inc. will expire on February 28, 2015.

The Office of General Services, Procurement Services, has been working to put a new contract for distribution of pharmaceutical products in place through a piggyback process with the Minnesota Multistate Contract Alliance for Pharmacy. We expect that the new contract will be in place within days. OGS will post the new contract as soon as it is approved by OGS. The Purchaser Notification System (PNS) will advise authorized users when the new contract is in place.

New York State Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [PGB-22000](#)

DATE: October 31, 2014

GROUP: 10200 – Pharmaceutical Prime Vendor Contract,
Cardinal Health 411, Inc. (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Shrilata Nath
Contract Management Specialist
(518) 474-4680
shrilata.nath@ogs.ny.gov

CONTRACT PERIOD: June 25, 2010 -
February 28, 2015

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Cardinal Health 411, Inc.

CONTRACT NO.: PC65140

SUBJECT: CONTRACT EXTENSION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The piggyback agreement for the purchase of pharmaceuticals with Cardinal Health 411, Inc., through the Minnesota Multistate Contracting Alliance for Pharmaceuticals (MMCAP), has been extended through February 28, 2015, or until a new contract is awarded.

All terms and conditions remain unchanged.

If you have any questions please contact the contract administrator at shrilata.nath@ogs.ny.gov

New York State Office Of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [PGB-22000](#)

DATE: November 1, 2013

GROUP: 10200 – Pharmaceutical Prime Vendor Contract,
Cardinal Health 411, Inc. (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Todd Kayser
Contract Management Specialist
(518) 474-4501
todd.kayser@ogs.ny.gov

CONTRACT PERIOD: June 25, 2010 -
October 31, 2014

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Cardinal Health 411, Inc.

CONTRACT NO.: PC65140

**SUBJECT: CONTRACT EXTENSION/COG DISCOUNT INCREASE/ACCESS TO CARDINAL SOURCE
GENERIC DRUG PROGRAM**

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The contract for the purchase of pharmaceuticals with Cardinal Health 411, Inc. through the piggyback agreement between New York State Procurement and Minnesota Multistate Contracting Alliance for Pharmaceuticals (MMCAP) has been extended through October 31, 2014.

As part of the New York State Procurement Transformation project, OGS's Strategic Sourcing team renegotiated aspects of the Statewide Pharmaceutical Prime Vendor Contract with Cardinal Health (Prime Vendor Contract) which offers generic and brand name pharmaceutical products. As a result of these negotiations, all contract users will now have access to improved pricing for many generic pharmaceuticals.

In addition to the current MMCAP and Cardinal Access pricing available through the State's Prime Vendor Contract, pharmaceutical purchasers will now have access to Cardinal Health's Generic Source Program portfolio (Generic Source Program). The Generic Source Program is a comprehensive program that consists of nearly 2,000 single-sourced generic pharmaceutical products that are competitively priced. An analysis of historical purchases shows that New York would have spent 13% less annually on average if the Generic Source Program were available.

Purchasers will have access to both the Generic Source Program and the traditional Prime Vendor Contract and the process for ordering pharmaceuticals will stay the same. The only difference is that Generic Source Program pricing will appear on the Cardinal website along with the current contract and non-contract pricing. The new contracts will appear on your account as (GOVSRC, LTCBAC or LTCINJ). This will provide users the ability to compare prices side by side and allow users to select the most cost effective item that meets their needs.

For those purchasers who already have a Cardinal Health account, the Generic Source Program contract pricing was loaded November 1, 2013 and is available on your accounts.

Continued

In addition, the Cost of Goods discounts (COGS) have increased to the rates shown on the chart below. Although the percentage of increase is small the savings statewide are substantial.

Cardinal will invoice users based on an average of their last three months payments. For example, if your average payment cycle for the past 90 days is 30 days then you will be invoiced at the 30 day discounted rate for the next 90 days.

Payment Term	Base COGs	Amgen, Centocor, Genentech COGs
Next Day	-4.14	-3.89
7 Day	-4.05	-3.80
15 Day	-3.92	-3.67
30 Day	-3.68	-3.43

If you have any questions or for first time users interested in utilizing the Cardinal Health contract contact the contract administrator, Todd Kayser (todd.kayser@ogs.ny.gov).

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [PGB-22000](#)

DATE: April 19, 2012

GROUP: 10200 – Pharmaceutical Prime Vendor Contract,
Cardinal Health 411, Inc. (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Todd Kayser
Purchasing Officer I
(518) 474-4501
todd.kayser@ogs.ny.gov

CONTRACT PERIOD: June 25, 2010 -
October 31, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Cardinal Health 411, Inc.

CONTRACT NO.: PC65140

SUBJECT: CHANGE IN CONTACT INFORMATION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The contact information has changed for Cardinal Health service and order expediting. The contract award document has been updated with the new information.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR #</u>
PC65140	Cardinal Health 411, Inc 7000 Cardinal Place Dublin, OH 43017	(614) 757-7680 Todd Hudnall Fax No. (614) 652-8648 Email: Todd.Hudnall@cardinalhealth.com Website: www.cardinalhealth.com	311470544	1000041364

Contractor offers Electronic Access Ordering (EDI).

Contractor has catalog prices on the internet.

Contractor has the ability to make NYS pricing available along with catalog pricing online.

Continued

Person or persons to contact for expediting New York State contract orders:

Kathleen Anderson
Cardinal Health, State Government Customer Service
Phone: (866) 641-1199 x 5409
Fax: (866) 551-0530
Email: Government-Pharma@cardinalhealth.com
Attn: Kathleen Anderson (in email subject line)

Customer Service
Phone: 866-641-1199
Fax: 866-551-0530
Email: Government-Pharma@cardinalhealth.com
Business Hours: 7:30 A.M. – 5:00 P.M EST, Monday-Friday

Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Todd Hudnall
Cardinal Health, Director of Sales
Phone: (614) 757-7680
Fax: (614) 652-8648
Cell: (304) 395-4004
Email: Todd.Hudnall@cardinalhealth.com
Business Hours: 8:30 A.M. – 5:00 P.M EST, Monday-Friday

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [PGB-22000](#)

DATE: November 1, 2011

GROUP: 10200 – Pharmaceutical Prime Vendor Contract,
Cardinal Health 411, Inc. (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Todd Kayser
Purchasing Officer I
(518) 474-4501
todd.kayser@ogs.ny.gov

CONTRACT PERIOD: June 25, 2010 -
October 31, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Cardinal Health 411, Inc.

CONTRACT NO.: PC65140

SUBJECT: CONTRACT EXTENSION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The contract with Cardinal Health 411, Inc. has been extended through October 31, 2013.

All other terms and conditions remain unchanged.

If there are any questions please contact the Purchasing Officer listed above

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [PGB-22000](#)

DATE: October 31, 2011

GROUP: 10200 – Pharmaceutical Prime Vendor Contract,
Cardinal Health 411, Inc. (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Todd Kayser
Purchasing Officer I
(518) 474-4501
todd.kayser@ogs.ny.gov

CONTRACT PERIOD: June 25, 2010 -
October 31, 2011

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Cardinal Health 411, Inc.

CONTRACT NO.: PC65140

SUBJECT: CONTRACT EXPIRATION

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

This contract will expire as of midnight October 31, 2011. OGS Procurement Services Group is in the process of extending the Prime Vendor Pharmaceutical contract with Cardinal Health 411, Inc. for a two year period.

Agencies are reminded that purchases made during the lapse period should be completed in accordance with applicable statutory requirements and guidelines.

A purchasing memorandum will be issued as soon as the contract extension is approved.

All other terms and conditions remain unchanged.

If there are any questions please contact the Purchasing Officer listed above

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [PGB-22000](#)

DATE: July 14, 2010

GROUP: 10200 – Pharmaceutical Prime Vendor Contract,
Cardinal Health 411, Inc. (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

James R. Essman
Purchasing Officer I
(518) 474-4501
james.essman@ogs.state.ny.us

CONTRACT PERIOD: June 25, 2010 -
October 31, 2011

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR: Cardinal Health 411, Inc.

CONTRACT NO.: PC65140

SUBJECT: REVISED AWARD

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The contract award document has been revised in order to clarify the contract pricing clause.

All other terms and conditions remain unchanged.

Please adjust your records accordingly.

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	: Group 10200 – Pharmaceutical Prime Vendor Contract, Cardinal Health 411, Inc. (Statewide) Classification Code(s): 51
Award Number	: PGB - 22000 (Replaces Award PGB 18901)
Contract Period	: June 25, 2010 through October 31, 2011
Bid Opening Date	: April 9, 2010
Date of Issue	: June 26, 2010
Specification Reference	: As Incorporated In The Piggyback Agreement
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : James R. Essman Title : Purchasing Officer Phone : 518-474-4501 Fax : 518-474-5052 E-mail : james.essman@ogs.state.ny.us	Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This contract is for the purchase of Generic and Brand name pharmaceutical products including vaccines. The contract is a Piggyback Agreement of the Master Contract (MMS10001) offered by the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) <http://www.mmcap.org>. Cardinal Health 411, Inc. is the contractor.

PR # 22000

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65140	Cardinal Health 411, Inc 7000 Cardinal Place Dublin, OH 43017	(315) 438-3239 Eric Sutherland Fax No. (315) 437-0611 Email: eric.sutherland@cardinalhealth.com Website: www.cardinal.com	311470544

Contractor offers Electronic Access Ordering (EDI).
Contractor has catalog prices on the internet.
Contractor has the ability to make NYS pricing available along with catalog pricing online.

Person or persons to contact for expediting New York State contract orders:

Cindy Vito
Cardinal Health, Inside Sales Consultant
Phone: (315) 438-3261
Email: cindy.vito@cardinalhealth.com

Customer Service
Phone: 866-641-1199
Fax: 866-551-0530
Email: government-pharmaceutical@cardinalhealth.com
Business Hours: 7:30 A.M. – 5:00 P.M EST, Monday-Friday

Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Eric Sutherland
Cardinal Health, Director of Sales
Phone: (315) 438-3239
Fax: (315) 437-0611
Cell: (315) 382-0625
Email: eric.sutherland@cardinalhealth.com
Business Hours: 7:30 A.M. – 5:00 P.M EST, Monday-Friday

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

(continued)

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly complete vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

(continued)

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

PREFERRED SOURCE PRODUCTS AND SERVICES:

Some products/services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

(continued)

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

MIMIMUM ORDER

There is not a specific minimum order with regards to order dollar amount or order volume associated with this piggyback agreement however; each authorized contract user should receive 5 free scheduled deliveries per week (M –F) and 12 emergency orders annually regardless of order dollar amount or order volume.

PRICE AND DISCOUNTS

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in the New York State Contract.

All New York State authorized user's purchases will be priced at a Service Fee Discount Level of \$10,000,001 and above in accordance with the New York State / Cardinal Health 411, Inc. – Distribution Contract Summary, March 2010 (attached). Sales taxes and other fees should be added as required by State laws.

**New York State
Cardinal Health 411, Inc. – Distribution Contract Summary**

Contract Term: Upon Office of the State Comptroller approval – October 31, 2011, with three (3) additional one (1) year periods based on written acceptance of both parties, for a total term not to exceed five (5) years.

Eligibility: All NYS eligible customers

Pricing: All purchase prices are based on MMCAP or Wholesale Acquisition Cost (WAC) whichever is lower.

Price/Payment Terms	
Cardinal will invoice users based on an average of their last three months payments. For example, if your average payment cycle for the past 90 days is 25 days then you will be invoiced at the 25 day discounted rate for the next 90 days.	Contract price per unit is MMCAP or WAC (whichever is lower) less the present listed below
30 Day Pre-Pay Option	-3.84%
15 Day Pre-Pay Option	-3.60%
7 Day Pre-Pay Option	-3.47%
Next Day Pay Option	-3.34%
7 Day Option	-3.25%
15 Day Option	-3.12%
30 Day Option	-2.88%

If you are unsure about your agencies payment history, please access your account information at www.cardinal.com for your current billing rate.

Wholesale Acquisition Cost is available by accessing www.cardinal.com.

(continued)

Routine Deliveries: Deliveries will be made available five days per week, for all facilities regardless of size, (Monday-Friday) with the delivery window from 7 am – 3 pm the next day depending on location and distance from servicing distribution center. Orders received on a Friday or holiday will be delivered the next business day.

Emergency Orders/Deliveries: Cardinal Health provides each facility with twelve (12) emergency order deliveries annually at no charge. Only prescription pharmaceuticals will be eligible (OTC products are not included). Orders beyond the twelve (12) deliveries provided, at no charge per year, will be assessed the cost of the product plus the cost of delivery.

No Fuel Surcharge for Deliveries: Cardinal Health will not charge a fuel surcharge for the term of this Agreement and any extensions.

Average Monthly Purchasing Volume	Frequency of Contact
\$0 - \$25,000	Once every 30 calendar days; minimum once per quarter (90 calendar days)
\$25,001 – \$100,000	<ol style="list-style-type: none"> 1. Dialogue offered to MMCAP State Contacts once every 30 calendar days 2. Customer Business Reviews offered once every 180 calendar days 3. Dialogue with MMCAP Participating Facilities once every 90 calendar days or as needed
\$100,001 and Up	<ol style="list-style-type: none"> 1. Dialogue offered to MMCAP State Contacts once every 30 calendar days 2. Customer Business Reviews offered once every 120 calendar days 3. Dialogue with MMCAP Participating Facilities once every 30 calendar days or as needed

Returned Good Policy* Products in Saleable/Merchantable Condition	
Returns Made Within:	Credit Amount:
1-60 Calendar Days from Invoice Date	Credit at 100% of Invoice Amount
61-180 Calendar Days from Invoice Date	Credit at 85% of Invoice Amount
181-396 Calendar Days from Invoice Date	Credit at 70% of Invoice Amount
Return Requests Greater than 396 Calendar Days	Not Accepted

*Products damaged in transit to customer, with concealed damage, received short dated or shortages must each be reported within three (3) business days of original invoice date and products must be returned within ten (10) business days of the original invoice date.

Certain products may not be returned to Cardinal Health, such as products purchased from any other source other than the contracted Vendor (Cardinal Health), products designed “no recourse” or “un-returnable” or other similar designation, drop shipment products, special orders, seasonal products, frozen products and products for which the manufacturer does not allow return. Please see the MMCAP-Cardinal Health contract for a complete listing of nonreturnable products.

(continued)

	System Hardware- Traditional ordering hardware package	Mobile Solutions Lease Program	CSOS	Telxon	Entelligence
Participating facilities that have an average monthly purchasing volume of \$25,000 or less	\$1,000 to be split into monthly payments	\$100 per month	No fee	One unit per facility provided at no charge upon request	Provided at no charge to any participating facility upon request
Participating facilities that have an average monthly purchasing volume of \$25,000 or more	Provided to facility at no charge	\$70.00 per month	No fee	One unit per facility provided at no charge upon request	Provided at no charge to any participating facility upon request

Additional programs are offered to your participating facilities upon request and approval from the MMCAP Office, including:

- AccountSourceRx
- Lean Six Sigma (LSS) Consultative Services
- e-Recovery*
- Repackaging Services*
- Cardinal Inventory Management (CIM)*

*Charge will apply

For more information on any of the above programs, please contact your Cardinal Health pharmaceutical sales consultant for more information.

(continued)

MMCAP MEMBER REFERENCE GUIDE

Cardinal Health Customer Service

Phone: 866-641-1199 (this number is best used to get into State Govt. queue)

Fax: 866-551-0530

government-pharma@cardinalhealth.com

Hours of Operation 7:30-5:00 P.M. Monday-Friday

Teleserve IVR Service

866-958-2200

Check Stock Status and place orders 24 hours a day service

Cardinal.com Support

800-326-6457

Hours of Operation 7:00 A.M. – 12:00 A.M. EST Monday-Friday

9:00 A.M. – 9:00 P.M. EST Saturday & Sunday

Emergency Orders

We have an **Emergency Call Procedure** which is in place to support customers in an emergency situation 24 hours a day, 7 days a week, 365 days a year.

Life critical emergency

When you have a life critical emergency situation that requires you to receive a product before your next scheduled delivery, please follow the Emergency Call Procedure outlined below:

Emergency Call Procedure for the Fastest Response

1. During normal business hours: Monday-Friday 7:30 A.M to 5:00 P.M.
Please call Customer Service.
2. Outside normal business hours, please call the emergency number
Emergency number 877-772-0346
3. When calling the emergency number, an answering service representative will take the message and a Cardinal Health employee will promptly return your call. Please have your servicing DC name, account name and #, a contact name, and a call back phone number available.

Cardinal Health Syracuse Division Contacts

Eric Sutherland: 315-438-3239

Eric.sutherland@cardinalhealth.com

Director of Sales

Cindy Vito: 315-438-3261

Cindy.vito@cardinalhealth.com

Inside Sales Consultant

Cardinal Health Corporate Contacts

Kyle Johnson: 614-822-4237

Kyle.johnson@cardinalhealth.com

Sr. Account Management Specialist

Anita Anderson: 614-657-4158

Anita.anderson01@cardinalhealth.com

Dir. State Govt/GPO Account Management

Todd Hudnall: 614-757-7680

Todd hudnall@cardinalhealth.com

Dir. State Govt./Alternate Care Sales

(continued)

CONTRACT PERIOD AND RENEWALS

The New York State Contract period shall be for the term as indicated on the Piggyback Agreement. Extensions or renewals to the Master Contract or any modification including new products, terms, or price changes to the Master Contract shall be submitted by the Contractor to the Office of General Services, Procurement Services Group for approval and shall be effective to the New York State Contract upon the date of issuance of a written notification to New York State contract users

Upon expiration of the Master Contract, Contractor may submit any subsequent replacement contracts entered into for the same or similar products with the same Issuing Entity to the Office of General Services, Procurement Services Group in order to establish a new contract.

In the event Contractor's Master Contract expires and no new contract is let by the original Issuing Entity, OGS reserves the right, upon written agreement with Contractor and Office of the State Comptroller's approval, to renew the New York State Contract under the same terms and conditions for an additional period of one year.

SHORT TERM EXTENSION

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

PRICE CHANGE PROCEDURE (AFTER EXPIRATION OF MASTER CONTRACT)

Should the Master Contract expire and not be extended or renewed prior to the expiration of the New York State Contract (including any renewals processed by New York State), and providing the Master contract referenced uniform discount(s) from nationally distributed price list(s), the contract prices may be subject to increase or decrease during the remainder of the contract period in accordance with changes which may be made by the manufacturer in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount(s) in effect at the time of Master Contract expiration shall not be decreased.

In the event the Master Contract did not reference uniform discount(s) from nationally distributed price list(s), updated price lists may be submitted for acceptance providing the discount structure used as a basis for pricing which was in effect at the time of Master Contract expiration remains unaltered. This evidence must be supplied by the Contractor along with the updated price lists.

New products will be considered for inclusion provided they are pertinent to the contract and are offered to the State at the same discount, terms and conditions as the Master Contract.

The price revisions, new lists or supplements to an original list shall be submitted to the Office of General Services, Procurement Services Group, to the attention of the Purchasing Officer shown on the front of this document for approval before ordering agencies will be bound to any such revisions. Approvals of price revisions shall become effective upon the date of issuance of a written notification to New York State contract users.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

(continued)

CONTRACT MIGRATION

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in this contract. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

CATALOGS AND PRICE SHEETS

Upon request, Contractor shall furnish, without charge, access to pricing to New York State agencies and other authorized users. Upon request, contractor shall also assist authorized users in the use of such documents.

PREFERRED SOURCE PRODUCTS

Section 162 of the New York State Finance Law requires that New York State agencies afford first priority to the products of preferred source suppliers, such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products meet the form, function and utility of the agency. Some products in the Master Contract and the resultant New York State Contract may be available from one or more preferred sources. Contractor understands and agrees that such products must be purchased from a preferred source in accordance with New York State Law.

PURCHASE ORDERS

See "Purchase Orders" in Appendix B, OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of commodities or services, the Commissioner reserves the right to obtain such commodities or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for commodities or services procured from other sources pursuant to this paragraph.

(continued)

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the “Law”). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (“NYECL”) it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Piggyback Agreement and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)