



Contract Award Notification

Title	:	Group 10200 – Pharmaceutical Prime Vendor Contract, Cardinal Health (Statewide) Classification Code(s): 51
Award Number	:	PGB-22881 (Replaces Award PGB 22000)
Contract Period	:	April 27, 2015 through January 31, 2020
Bid Opening Date	:	n/a
Date of Issue	:	April 27, 2015 (Updated October 15, 2019)
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 : Julie Carlson Title : Contract Management Specialist Phone : 518-474-8077 E-mail : Julie.carlson@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services 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. The contract is a Piggyback Agreement off Master Contract (MMS15001) offered by the State of Minnesota, acting through its national cooperative group purchasing organization, MMCAP Infuse. More information about MMCAP Infuse can be found here: <https://www.infuse-mn.gov/> Cardinal Health 110, LLC is the contractor.

This Award contains MWBE goals of 0% MBE and 0%WBE.

PR # 22881

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC66755	Cardinal Health 110, LLC* 7000 Cardinal Place Dublin, OH 43017	(866) 641-1199 Customer Service Call Center Fax No. (866) 551-0530 Email: GMB-P_SPL_V_GOV@cardinalhealth.com Website: www.cardinalhealth.com	68-0158739 1000009622

* Also: Cardinal Health or Cardinal or Wholesaler

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:

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

Customer Service
Phone: 866-641-1199
Fax: 866-551-0530
Email: GMB-P_SPL_V_GOV@cardinalhealth.com
Business Hours: 7:30 A.M. – 8:00 P.M EST, Monday-Friday excluding the following national holidays:
Christmas Day, New Year's Day, Thanksgiving Day, Memorial Day, the Fourth of July and Labor Day.

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

Customer Service Emergency Call Center - 24 hours (877) 772-0346

Brad Luchene
Cardinal Health, Sales Consultant, Northeast
Phone: (262) 527-1942
Fax: (614) 652-8103
Email: bradley.luchene@cardinalhealth.com
Business Hours: 8:00 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" in this document.)**

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services 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).

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 completed 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.

CONTRACT INVOICING:

As noted in the Piggyback Agreement, Appendix B, Section 49, Contract Invoicing, applies to this Piggyback Contract.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of orders entered by authorized users on the Cardinal ordering system.

NOTE TO AGENCY:

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

OVERLAPPING CONTRACT ITEMS:

Products/services available under this Piggyback Contract may also be available from other New York State contracts. Authorized Users are advised to select the most cost effective procurement alternative that meets their program requirements, and to document the basis for this selection in the procurement record.

MINIMUM 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 Authorized User. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract. All New York State Authorized Users' purchases will be priced at a Service Fee Discount Level according to Attachment C of the Master Contract or better. Sales taxes and other fees should be added as required by New York State laws.

**New York State
Cardinal Health 110, LLC –Contract Summary**

Eligibility: All NYS eligible authorized users are eligible to use this contract. If you have questions, please contact the Contract Manager for information on becoming an authorized user and on becoming an MMCAP member.

Pricing: All purchase prices are based on MMCAP Contracts, 340B Contracts, Cardinal SOURCE and ancillary or direct contracts or Base Price where applicable. Pricing is available by accessing <https://orderexpress.cardinalhealth.com>.

Additional discounts for prompt payment are available, see Attachment C of the Master Contract. 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.

If you are unsure about your agency's payment history, please access your account information at <https://orderexpress.cardinalhealth.com> for your current billing.

Deliveries:

Regardless of dollar volume, Cardinal will make 5 routine deliveries per week at no charge to the Authorized User.

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.

- a. If a member requires more deliveries beyond the allotments specified for routine and emergency deliveries, Cardinal will pass on the cost of the delivery to the member.
- b. There will be no charges for the delivery of MMCAP Contract or Non- Contract Bulky

Products so long as the delivery falls within the MMCAP Member’s normal delivery schedule.

- c. Cardinal will not assess a delivery fee to an MMCAP Member for drop shipped deliveries, unless delivery charges are passed onto Cardinal by the supplier.
- d. Cardinal will not assess a delivery fee to an MMCAP Member for Specialty deliveries, unless delivery charges are passed onto Cardinal by the supplier.
- e. Cardinal will not assess delivery fee to an MMCAP Member for products shipped to MMCAP’s contracted repackaging vendor(s), unless delivery charges are passed onto Cardinal by the repackager.
- f. Control substances shipping – if held to be shipped with MMCAP Member’s regular order and not shipped with regular order, there will be no charge to the Member to ship it and there will be no impairment to the weekly allotment.
- g. MMCAP Members are responsible for notifying the Wholesaler of any expected facility closures (holiday, inventory, etc.). In the event Wholesaler attempts to make a delivery of an order for an MMCAP Member that has failed to notify the Wholesaler of an expected facility closure, and the delivery attempt results in a non-delivery, requiring the order to be returned to the distribution center, the Wholesaler will be allowed to assess the MMCAP Member a \$60 fee for a failure to notify. This fee will not be assessed if the delivery attempt failure is due to an unexpected facility closure.

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

Support Available from Cardinal: OGS encourages Authorized Users to make use of Cardinal Account representatives for support and minor service issues and requests. Attachment A of the Master Contract provides additional information about the support available from Cardinal. The following chart is of particular importance because it describes what each facility should expect from Cardinal’s point of contact. See Attachment A for more detailed information about resources to be provided by Cardinal.

Average Monthly	Frequency of Contact with MMCAP Participating	Type of Contact
\$0 - \$5,000	Dialogue with MMCAP Participating Facility once every 6 calendar months unless otherwise requested by the MMCAP Participating	Telephone Call
\$5,001 - \$10,000	Dialogue with MMCAP Participating Facility once every 3 calendar months unless otherwise requested by the MMCAP Participating Facility	Telephone Call
\$10,001 - \$25,000	Dialogue with MMCAP Participating Facility once every 30 calendar days unless otherwise requested by the MMCAP Participating Facility	Telephone Call Onsite visits available upon reasonable request
\$25,001 – and up	1. Customer Business Reviews offered quarterly. 2. Dialogue with MMCAP Participating Facilities once every 30 calendar days or as	1. On-site visit or Telephone Call 2. On-site visit or Telephone Call
State Purchasing Contact	Dialogue offered monthly or as desired by State Purchasing Contact. State contacts are to be included in quarterly Member Customer Business	On-site visit or telephone call

Cardinal’s Returned Goods Policy: Attachment D of the Master Contract includes Cardinal’s returned goods policy. Authorized Users are encouraged to see Attachment D for complete information. What follows is a summary for reference.

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
181-365 Calendar Days from Invoice Date	Credit at 70% of Invoice Amount
Return Requests Greater than 365 Calendar Days from the Invoice Date	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 MMS15001, Attachment D for Cardinal’s complete Returned Goods Policy.

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

GMB-P_SPL_V_GOV@cardinalhealth.com

Hours of Operation 7:30 A.M to 8:00 P.M. Monday-Friday

Teleserve IVR Service

866-958-2200

Check Stock Status and place orders 24 hours a day service

Order Express Support

800-326-6457

Technical support for Cardinal.com/Order Express is available 24 hours a day, 7 days a week

Emergency Orders

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 8:00 P.M.
Please call Customer Service at 866-641-1199
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

Bruce Millar: 315-438-3271
bruce.millar@cardinalhealth.com
Manager, Inventory Management

Cardinal Health Corporate Contacts

Tiffany Kuhel: 614-757-7528
tiffany.kuhel@cardinalhealth.com
Consultant, Contract Compliance
Clay Miller: 614-757-6763
clay.miller@cardinalhealth.com
Manager, State Government Account Management

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, New York State Procurement 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 in order to establish a new contract.

MERGER OF APPENDICES/CONFLICT OF CLAUSES:

This Piggyback Contract shall incorporate the following appendices as if set forth herein at length. Only the documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence:

- I. Appendix A, Standard Clauses for NYS Contracts;
- II. Piggyback Contract;
- III. Appendix B, OGS General Specifications; and
- IV. Master Contract, MMCAP Contract No. MMS15001 including Amendments and:
 - Attachment A: Scope of Work
 - Attachment B: Discounts and Fee
 - Attachment C: Service Fee Discount Matrix
 - Attachment D: Wholesaler's (Cardinal's) Returned Goods Policy
 - Attachment E: Member-Requested Participation Agreement

PREFERRED SOURCE PRODUCTS:

New York State Finance Law §162 mandates that a New York State agency, public authority, political subdivision or public benefit corporation obtain certain commodities and services from preferred sources, such as Correctional Industries (Corcraft), the blind and the disabled, when such products or services meet the form, function and utility of the entity. Some products or services under this Piggyback Contract may be available from one or more preferred sources. The Contractor understands and agrees that such products and services must be purchased from a preferred source in accordance with New York State Law.

**State of New York
Office of General Services
PROCUREMENT SERVICES
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 complete & return by email to Customer.Services@ogs.ny.gov, or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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