

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 7

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR Health Care Organization Products and Services

Attached are pages 1, 3, and 10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the contractor, this amendment is issued to renew the subject contract an additional six (6) months, effective 10/01/15 through 03/31/16.

All other prices, terms and conditions remain unchanged.

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS website at the following address:

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

Affected Contractor(s):

166223
Owens & Minor
9120 Lockwood Blvd.
Mechanicsville, VA 23261
jack.botts@owens-minor.com

172273
Hill-Rom
1069 State Route 46 E
Batesville, IN 47006
Larry.vetter@hill-rom.com

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

OPTIONAL USE CONTRACT FOR: Health Care Organization Products and Services

CONTRACT No.: SR900012

EFFECTIVE DATES: 09/09/11 to 08/31/14
Renewal though 03/31/16 *

The Department of Administrative Services (DAS) has agreed to participate in a Group Purchasing contract for acute and non-acute surgical distribution, laboratory distribution, imaging distribution, food and nutrition distribution, housekeeping distribution, and dental distribution with Contractors listed herein as an affiliate of The Ohio State University Medical Center program, with the University Health System Consortium (UHC)/Novation. The [Standard Contract Terms and Conditions](#), [Supplemental Contract Terms and Conditions](#), Special Contract Terms & Conditions, and any attachments incorporated by reference and accepted by DAS has become a part of this Contract.

This Optional Use 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 Optional Use Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

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

SPECIAL NOTE: State agencies may make purchases under this Optional Use Contract Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

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

* Denotes change

Signed: _____
Robert Blair, Director Date

SPECIAL TERMS AND CONDITIONS

SCOPE:

The State of Ohio is participating as an affiliate of The Ohio State University Medical Center in the UHC/Novation Group Purchasing Organization (the Consortium) to provide products and distribution for health care products and services. This is a non-mandatory contract. The contract is an indefinite quantity contract for products and services, effective for the period stated.

OPTIONAL USE CONTRACT: Items or services listed in General Distribution Contracts (GDCs), Limited Distribution Contracts (LDC), Multiple Award Contracts (MACs), and Requests for Proposals (RFPs) take precedence over items or services contained in the Group Purchasing Contract (GPC) contract/catalog.

EXCLUDED ITEMS: (State Agencies Only) In accordance with the Ohio Revised Code Sections 5147.07, 4115.31 through 4115.35, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase items or services through in-state sources including Ohio Penal Industries (OPI), Community Rehabilitation Programs (CRPs), Department of Mental Health (DMH) Office of Support Services (Central Warehouse and Pharmacy Services); and Rehabilitation Services Commission (RSC). If items or services are available from both in-state sources and this contract/catalog, State agencies must obtain a waiver from the appropriate in-state source (OPI, CRP, DMH, and/or RSC) prior to procuring items or services contained in this contract/catalog.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this GPC contract is not obligated to procure any product or services from this contract. This contract shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

CONTRACT TERM: The term of this contract shall commence on September 1, 2011, and end on March 31, 2016.*

STATE OF OHIO TERMS AND CONDITIONS: The awarded contractor(s) shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the Consortium's term and conditions, and the State of Ohio terms and conditions, the state of Ohio's terms and conditions shall supersede.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terry Spiropoulos, CPPB.

* To advise of change in the expiration date of the Contract.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
7	10/01/15	To advise, that as a result of mutual agreement between the state of Ohio and the contractors, Hill-Rom and Owens & Minor, this contract is renewed for an additional six (6) months, effective 10/01/15 through 03/31/16, as indicated herein.
6	04/01/15	To advise, that as a result of mutual agreement between the state of Ohio and the contractors, Hill-Rom and Owens & Minor, this contract is renewed for an additional six (6) months, effective 04/01/15 through 09/30/15, as indicated herein.
5	10/01/14	To advise, that as a result of mutual agreement between the state of Ohio and the contractors, Hill-Rom and Owens & Minor, this contract is renewed for an additional six (6) months, effective 10/01/14 through 03/31/15, and to advise of expiration of six (6) Contractors and change in contact information, as indicated herein.
4	09/01/14	To advise that the state of Ohio elects to exercise its option to renew this contract for an additional one (1) month, effective September 1, 2014 through September 30, 2014, and other changes, as indicated herein.
3	07/10/12	Add AGFA Healthcare Corporation
2	06/13/12	Add GE Healthcare to this contract
1	09/29/11	Add Hill-Rom vendor ID number