

Ohio Department of Health
Office of Health Preparedness
**N-95 Request Form and
Acknowledgement Page 1**



Complete this form and
retain a copy for your
records.

Requesting Agency:	Contact Name:	Contact Number:
Address:	Zip:	City:
Ship to Location: (if different then above):		
Email address:		

Please complete all sections on this form

Date	Description	Product Type Code (see below)	QTY Requested	QTY Shipped

PRODUCT TYPE CODE-Enter the corresponding code in the column above

CODE	PRODUCT TYPE-DEFINITION
6	N-95 Respirators

FOR ODH USE ONLY:

IRMS ORDER #:	
Entered by:	
Time:	
Date:	



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N-95 Request Form and Acknowledgement

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Requesting Agency (Recipient) acknowledges that Recipient has read and agrees to the following:

1. Recipient agrees that proper fit testing and training on the use of the respirators received is mandatory and Recipient will conduct such testing and training prior to making the respirators available for use, (See attached, OSHA Appendices A, B-1 and C to Section 1910.134; Qualitative Fit Testing Instructions from Kimberley Clark Corporation; or such other instructions as Recipient may deem appropriate).
2. The respirators that Recipient has ordered are being delivered to Recipient in "as-is" condition, and **ODH makes no warranties, express or implied, as to merchantability, fitness for a particular use, design, manufacture, title, or condition.**
3. Recipient holds **ODH** harmless for any and all liability, suits, losses, judgments, damages, or any other demands arising out the actions or omissions of Recipient relating to the receipt, storage or use of the respirators requested herein. In no event shall **ODH** be liable for any indirect or consequential damages, even if **ODH** knew or should have known of the possibility of such damages.

ODH shall not be responsible to the Recipient for nonperformance or delay in performance of the terms of this Order Form and Acknowledgement due to acts of God, wars, riots, strikes, or other causes beyond the control of **ODH**.

4. Recipient agrees that it will not sell, lease, rent, or otherwise provide for compensation, any of the respirators ordered on this Form and Acknowledgement. Recipient may, if it wishes, provide respirators to third parties free of charge. Recipient shall be solely responsible for providing such third parties all information necessary for proper fit testing and training, including but not limited to, providing copies of the documents listed in paragraph 1 and attached hereto.
5. No agency, employment, joint venture or partnership has been or will be created between **ODH** and Recipient as a result of **ODH's** delivery and Recipients receipt of the respirators requested on this Order Form and Acknowledgement. No provision contained herein shall be construed as entitling recipient to participate in hospital plans, medical plans, sick leave benefits, vacations, and other benefits available to **ODH** employees or to become a member of the Public Employees Retirement System.
6. Recipient states that all approvals, license or other qualifications necessary to conduct business in Ohio have been obtained and are in full force and effect. If at any time prior to receipt of the respirators requested herein Recipient becomes disqualified from conducting business in Ohio, for whatever reason, Recipient shall immediately notify **ODH** of the disqualification.

Date: _____

Name and Title: _____