

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

456



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
November 6, 2012

**SUBJECT: APPROVAL MULTI-YEAR AGREEMENT WITH AIR LIQUIDE HEALTHCARE**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Multi-Year, Prime Vendor Agreement for bulk gas, liquid oxygen and storage vessels in the amount of \$175,000 per year effective December 1, 2012 through November 30, 2019, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

(Continued on Page 2)

*Douglas D. Bagley*

Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 175,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

- Consent
- Policy
- Consent
- Policy

Dept Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.23 Feb 7, 2012

District: 5/5

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.55

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis*  
DATE: *11/21/12*  
Departmental Concurrence

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

**BOARD OF SUPERVISORS  
FORM 11: APPROVAL MULTI-YEAR AGREEMENT WITH AIR LIQUIDE HEALTHCARE**

**PAGE 2**

**BACKGROUND**

The Board of Supervisors previously approved the Sole Source request with Air Liquide for the purchase of bulk gas, liquid oxygen and storage vessels for the period of January 1, 2012 through December 31, 2012, with the option to renew annually through December 31, 2018 on BOA Agenda 3.23 on February 7, 2012.

**PRICE REASONABLENESS**

- Under MedAssets GPO pricing the hospital would see an estimated cost saving of \$99,695 annually over the current bulk pricing.
- EZOXPlus (combines an 'E' cylinder of oxygen with a permanent regulator and flow meter attached) implementation with MedAssets GPO pricing will net an estimated savings of \$5,000 annually in comparison to our current rental spending for the tanks.
- Pricing is guaranteed for 12 months after the effective date of the agreement and any price increase would not exceed 4.5% per calendar year after the first 12 months by written notice. Supplier shall not be allowed to modify pricing without the consent of MedAssets GPO for any reason including pricing modifications associated with raw materials, petroleum surcharges, and energy increases.

**REVIEW/APPROVAL**

The proposed procurement was reviewed and approved by the County Purchasing Agent.

# Bulk Product Agreement

**AIR LIQUIDE**

## Exhibit 2.0

Eff./Rev. 05/01/09

**MedAssets/Air Liquide Healthcare America Corporation**  
**Contract Number MS00780**  
**Exhibit 2.0**

Between: <u>Air Liquide Healthcare America Corporation</u> ("Supplier")	AND	<u>County of Riverside</u> ("Customer")
Address: <u>12800 West Little York Road</u> <u>Houston TX 77041</u> City State Zip	Mailing Address: <u>2980 Washington Street</u> <u>Riverside CA 92504</u> City State Zip	

**1. Exclusive Supply Agreement.** (a) Supplier agrees to sell to Customer and Customer agrees to purchase from Supplier, subject to the terms and conditions of this Agreement and any Exhibits or Riders hereto, Customer's total present and future requirements for the products described in the table below and on any Exhibits or Riders (referred to separately and collectively as "Product(s)") at the Facility(ies). At Supplier's option, this Agreement shall also include Customer's entire requirements for the Product(s) at any location to which any significant part of Customer's operations at the Facility(ies) may be relocated. (b) The Product shall be for Customer's own use, and not for resale, unless the parties execute a signed resale addendum. (c) In view of Supplier's considerable investment in the storage Systems and in its related production and transportation systems, Customer agrees not to acquire or use any Product or substitute(s), in liquid or gaseous form, from any other source or supplier, or by any other means, without Supplier's written consent. Substitute(s) shall include but not be limited to on-site or off-site generating systems, pipelines, mixtures of products and cylinder products. (d) The Facility(ies) and Products and other related detail covered by this Agreement, and the prices, Facility Fees (which are referred to singly and collectively as the "Price(s)") are as follows:

Facility Location	Product	Estimated Volume	Facility Fee	Product Price
Riverside County Regional	LOX USP	1,245,000 SCF/MO	\$1,298.00/MO	\$0.35 / 100SCF
Medical Center				
Moreno Valley, CA				
				See Addendum A

Note: SCF means "standard cubic feet" at 1 atmosphere and 70°F. (For Nitrous Oxide the volume is measured in lbs/month)

**2. Term.** This Agreement shall be effective as of December 01, 2012 ("Effective Date") and shall remain in effect for a period of 84 consecutive months beginning on the Effective Date or the first day of the month following the date of the first delivery by Supplier to the last storage vessel installed by Supplier at any Facility, whichever is later ("Initial Term"). After the Initial Term, this Agreement will automatically renew for successive renewal terms ("Renewal Term") equal in length to the Initial Term unless either party gives written termination notice at least twelve (12) months before the expiration of the Initial Term or any subsequent Renewal Term.

**3. Payment.** Supplier will invoice Customer for the Products and System(s) at the Prices and the Charges set forth in Exhibit 1 ("Charges"). Customer shall make payment in full by the 10th day following the date of invoice. Customer shall also pay all applicable taxes, including taxes on Supplier's equipment (if any), except Supplier's income tax. If Customer's account is not paid in full by such payment day, Supplier may, at Supplier's option, exercise any one or more of the following (in addition to any other remedies available to Supplier): (a) require Customer, as a condition of receiving current deliveries, to prepay the delivery invoice plus a part of the past due amounts as specified by Supplier; (b) collect from Customer on any delinquent balance a charge at the rate of 1.5% per month or, if less, the maximum rate permitted by law; and/or (c) remove the System(s).

**4. Deliveries & Miscellaneous Services.**

(a) All Products shall be delivered F.O.B. Supplier's delivery vehicle at the Facility. Title and risk of loss shall pass to Customer upon delivery into the storage vessel. (b) Customer shall monitor Product levels and give Supplier reasonable, advance notice when ordering Product. Customer will allow Supplier to make deliveries 24 hours a day, 7 days a week. (c) Supplier will not be obligated, but shall have the right, to deliver Product in amounts less than 85% or greater than 120% of estimated monthly volumes set forth in Section 1. If Customer's actual volume decreases below 85% or increases above 120% of the stated estimated volume for a period of 90 days, Supplier may adjust the Price. (d) If the Supplier is unable to supply Products to Customer, Customer may obtain replacement products from other sources and place them in the Systems for that period of time during which Supplier is unable to supply Customer. This right is subject to Supplier's prior written consent, which shall not be unreasonably withheld. During this period Customer shall ensure that the Systems are not damaged and shall compensate Supplier if any damages occur and hold Supplier harmless for damage or injury. (e) Deliveries at any time during any labor disturbance affecting Customer shall be at Supplier's sole option. If Supplier does deliver during a labor disturbance, then, notwithstanding Section 11 of this Agreement, Customer assumes the

the entire risk and agrees to compensate Supplier for any additional costs (including attorneys' fees), damages and liabilities (including those resulting from the negligence or willful acts of Supplier) related to the disturbance. (f) Deliveries of Product shall be measured by Supplier using the method regularly used by Supplier for the type of delivery made. (g) Additional services, as described on Exhibit 1 are available at Supplier's then current standard rate.

#### **5. Obligations relating to Storage System.**

5.1 Supplier shall at its expense, except as set forth in Section 5.2: (a) install at the Facility, on Customer's concrete foundations or equivalent acceptable to Supplier, storage system(s) selected by Supplier, complete with safety and control apparatus ("Systems"), and connect the Systems to piping installed by Customer; (b) perform standard preventative maintenance service consistent with maintenance guidelines as defined by Supplier on the Systems according to Supplier's then current maintenance standards; (c) remove the Systems following the expiration or termination of this Agreement; and (d) at its option, execute and record in the name of both parties UCC statements giving public notice of Supplier's ownership of the Systems.

5.2 Customer shall at its expense: (a) provide and maintain throughout the term a safe site acceptable to Supplier for the Systems, including: concrete foundation or equivalent; piping system in accordance with all applicable legal requirements for handling of the Product from the Systems; fencing and security measures to ensure continuous protection of the Systems; hard-surfaced access and parking for Supplier's vehicles (SURFACE AT UNLOADING AREA MUST BE CONCRETE IF PRODUCT INCLUDES LIQUID OXYGEN, NITROUS OXIDE OR HYDROGEN); light and power as specified by Supplier and dedicated analog phone lines and phone service for telemetry; continuous unencumbered access to the Systems for Supplier's representatives and vehicles; and all required permits and licenses required for the installation; (b) reimburse Supplier for all costs associated with the installation of Systems installed by Supplier; (c) maintain adequate fire and extended coverage insurance on the Systems, with loss payable to Supplier. Since the Systems will be in Customer's custody, all risks of loss or damage to the Systems, except loss or damage solely caused by Supplier's negligence, are assumed by Customer until return of the Systems to the Supplier. Customer shall pay the full cost of such repair, or, if the equipment is not repairable, the full replacement cost; (d) Customer shall reimburse Supplier for all costs associated with the removal of the Systems and shipping costs to the closest service center of Supplier; and (e) reimburse Supplier for labor, parts and materials as the result of any customer initiated service call made by Supplier or Supplier's representative for any reason, except for the standard preventative maintenance service as defined by Supplier's maintenance guidelines.

5.3 (a) Customer will notify Supplier immediately of any damage, malfunction or change relating to the Systems and ensure that the Systems, which shall remain Supplier's property, are kept free of all liens and other claims by third parties. Customer acknowledges that the System is and will, at all times, remain the exclusive property of Supplier, irrespective of the manner in which it may be affixed to the real property of the Customer. If Supplier determines, after giving Customer an opportunity to comment, that the Systems require relocation or modification (including installing larger or smaller vessels), or if Customer requests relocation or modification of the Systems, Supplier may, at its option, carry out the relocation or modification. In that case, the term of this Agreement will be extended to a new Initial Term of the same length as the original Initial Term that begins on the first day of the month following the completion of the relocation or modification. The Facility Fee may also be appropriately adjusted by Supplier to account for the relocation or modification. Supplier will provide notice to the Customer of the new Facility Fee. (b) Customer shall not tamper with, modify or repair the Systems.

#### **6. Revision of Prices.**

(a) Supplier shall have the right to revise any of the Prices (including Facility Fees) up to 5% in a given calendar year for any one or more of the Products by written notice to Customer. (b) In the event Supplier increases Prices on one or more Products by an amount greater than 5% in a given calendar year, Supplier shall provide written notice to Customer. Within 15 days after the date of the notice, Customer may give Supplier a copy of a current written quote to Customer from a responsible manufacturer for the sale to Customer of like quantities of the Products in question on like terms and conditions and at a lower price. If Customer does not submit a quote within 15 days, the new Prices will take effect on the date specified in Supplier's Price revision notice. If Customer submits a quote within 15 days, Supplier shall have an additional 15 days to match the quoted price, or to reinstate the Price that preceded Supplier's increase or to do neither. If Supplier matches the third party price or reinstates Supplier's prior Price, the term of this Agreement shall be extended to a new Initial Term of the same length as the original Initial Term or, at Supplier's option, of the same length as the term quoted by the third party. The third party price, if elected by Supplier, will take effect on the date specified in Supplier's Price revision notice. If Supplier does not match the quoted third party price or reinstates the prior Prices, Customer may cancel this Agreement with regard to the Products in question by giving Supplier written certified receipt of notice within the next 30 days. If Customer does not cancel, Supplier's new Price will take effect on the date specified in Supplier's Price revision notice. The scheduled cancellation date stated in Customer's notice must be no later than 30 days after the notice date. (c) The adjustments in Sections 4, 5.3 and 8 are not subject to the Revision of Prices provisions as outlined above. (d) In the event that Supplier's energy costs relating to either production or distribution over a 3 month period increase by more than 10% on an annualized basis, Supplier will be permitted to add an Energy Charge that is in direct proportion to Supplier's increased costs.



**7. Excuse of Performance.** Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control.

**8. Allocation.** If sufficient Product is not available from Supplier's normal source of supply for any reason, Supplier may allocate Product among its customers. Supplier will make reasonable efforts to obtain additional Product from other sources, provided Customer shall pay all additional costs associated with such Product. Allocation in regard to this section will completely satisfy and discharge Supplier's supply obligations and Supplier will, therefore, not be deemed to be in breach of such obligations.

**9. Warranties.** Supplier warrants that gas Products manufactured by Supplier will comply with Compressed Gas Association (CGA) guidelines. Any other Products manufactured by Supplier will conform to Supplier's standard specifications. Supplier makes no warranty with respect to Products manufactured by others, but will, on request, to the extent permitted, pass on to Customer any applicable manufacturer's warranty. SUPPLIER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. Damage Limitations.** SUPPLIER SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS MANUFACTURED BY SUPPLIER OR SUPPLIER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT OR EQUIPMENT MANUFACTURED BY SUPPLIER SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. CUSTOMER MUST NOTIFY SUPPLIER OF ANY CLAIM WITHIN 15 DAYS OF THE EVENT GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS WAIVED. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.

**11. Indemnity.** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to any limitations set forth in this Agreement, each party agrees to indemnify the other party to the extent of the indemnifying party's negligence.

**12. Warning Concerning Hazardous Nature of Products and Training Obligations.** Customer acknowledges: (a) that the Products and related equipment are hazardous and must be handled accordingly; (b) the Products are classified by the U. S. Occupational Safety and Health Administration ("OSHA") as hazardous chemicals, and that there are hazards associated with the possession and use of the Products, and that Customer must take proper account of those hazards and deal with them appropriately; (c) it will warn all persons who may be exposed to any hazards relating to any of the Products and equipment and shall train them in the proper use of the Products and equipment; (d) that Supplier has supplied Customer with all relevant Material Safety Data Sheets ("MSDSs") relating to the Products, and that more MSDSs are available from Supplier on request; (e) the OSHA regulations require Customer to develop and implement a written chemical hazard communications program for its employees regarding all hazardous chemical Products; and (f) the Products must not be used without consulting the MSDSs, and Customer will ensure that all employees, customers and others who may be exposed to the Products receive and refer to the MSDSs.

**13. Compliance with Laws.** Customer shall conform to all laws, ordinances, rules and regulations now in force or hereafter adopted which relate to and/or have jurisdiction over the purchase, storage or use of the Product, use of the Systems, and all other aspects of Customer's operations, including any applicable licensing, permitting and registration obligations. Customer shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations, and it is the responsibility of Customer to comply with all relevant reporting obligations under the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001-11049 [EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)] resulting from the presence of the chemicals (the Product) supplied under this Agreement. In that regard, Customer agrees to file annually, pursuant to SARA Title III, Section 312, and EPA regulations promulgated thereunder, the EPA Tier I or II inventory form covering the Product. Further, it is the responsibility of the Customer, as stated above, to warn and protect its employees and others exposed to the hazards posed by Customer's storage and use of the Product.

**14. Miscellaneous.**

(a) Customer represents that Customer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Supplier against all damages Supplier may suffer if Customer's representation is not correct. (b) The laws of the state of Customer's Mailing Address shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement under the laws of any state in which this Agreement is in effect shall not affect the validity or enforceability of any other provision of this Agreement. (c) Both Parties agree to sign all documents and do all things necessary or appropriate, in a timely manner, to give effect to the intent of this Agreement. (d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No provision of any Customer purchase order or other Customer document shall alter or add to this Agreement. Any modifications of this Agreement must be in writing, signed by both parties and dated. (e) Notices given in connection with this Agreement must be in writing and sent (by mail or facsimile) or delivered to the receiving party's Mailing Address indicated above or any substitute Mailing Address that the party may provide to the other by notice hereunder. Notice shall be considered to be given on the date it is sent by prepaid mail or, if otherwise delivered, on the date of delivery. (f) The waiver by either party of any of its rights under this Agreement shall not be construed as constituting a precedent. (g) Customer must receive Supplier's consent to assign this Agreement. This Agreement shall be binding on, and inure to the benefit of, the parties and their successors and assigns. If Customer transfers a material part of its assets and/or its operations at any Facility or its stock to a third party, Customer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Facility or Product, in form and content acceptable to Supplier. (h) Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. (i) Within 30 days after the parties' representatives have signed and returned this Agreement, Supplier's corporate headquarters shall have the right to review and cancel this Agreement.

County of Riverside  
 \_\_\_\_\_  
 Customer

By: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

AIR LIQUIDE HEALTHCARE AMERICA CORPORATION  
 \_\_\_\_\_  
 Supplier

By: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Tom Case  
 Submitted for Supplier by

Return to: Commitment Form Coordinator  
**MedAssets Supply Chain Systems**  
 280 South Mount Auburn Road  
 Cape Girardeau, MO 63703  
 FAX: 573/332-2301  
 E-Mail: [LOCSupport@MedAssets.com](mailto:LOCSupport@MedAssets.com)

FORM APPROVED COUNTY COUNSEL  
 BY: Neal R. Kipnis DATE: 12/24/12  
 NEAL R. KIPNIS



Exhibit 2.1

Eff./Rev. 05/01/09  
MedAssets/Air Liquide Healthcare America Corporation  
Contract Number MS00780  
Exhibit 2.1

Between:	<u>Air Liquide Healthcare America Corporation</u>	AND	<u>County of Riverside</u>
	("Supplier")	Mailing	("Customer")
Address:	<u>12800 West Little York Road</u>	Address:	<u>2980 Washington Street</u>
	<u>Houston TX 77041</u>		<u>Riverside CA 92504</u>
	City State Zip		City State Zip

THIS EXHIBIT NO. 2.1 (the "Amendment") to the Bulk Product Agreement (the "Agreement") is effective as of the 1st day of December, 2012, by and between Air Liquide Healthcare America Corporation ("Supplier") and County of Riverside ("Customer").

Supplier and Customer agree as follows:

The Agreement is amended as follows:

Section	Amendment
1. Exclusive Supply Agreement	At the end of section (a) add the following sentence: "This Agreement is subject to the terms and conditions of the Vendor Agreement between Supplier and MedAssets Supply Chain Systems, LLC while the Vendor Agreement is in effect. (the "Vendor Agreement")"
3. Payment	During the term of the Vendor Agreement Strike all of sentence 2 and replace with the following: "For Product(s) ordered direct from Supplier, full payment is due within thirty (30) days after delivery of Product(s) to, or receipt of invoice by Customer, whichever date is later ("Payment Date"), with a prompt pay discount of 2% for payment received within fifteen (15) days of ("Payment Date"). Payment terms for Product(s) ordered from an authorized distributor shall be per the terms of the respective distributor agreement." The remainder of section 3 will remain intact.
6. Revision of Prices (a)	During the term of the Vendor Agreement Strike all of section (a) and replace with the following: "Pricing will remain firm for 12 months after the Effective Date of the Agreement, Supplier will have the right to revise any of the Prices (including facility fees) up to 4.5% per calendar year by written notice to customer."





Section	Amendment
6. Revision of Prices (d)	During the term of the Vendor Agreement Strike section (d) and replace with the following: "Supplier shall not be allowed to modify pricing without the consent of MedAssets for any reason including pricing modifications associated with raw materials, petroleum surcharges, and energy increases. Additionally, such pricing may not be modified due to a modification of terms, including but not limited to modifications to inbound freight and payment terms, between Vendor and MedAssets' Authorized Distributors identified on MedAssets schedule C."
10. Damage Limitations	Strike Sentence 1 and replace with the following: "SUPPLIER AND CUSTOMER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES."
10. Damage Limitations	Add to the beginning of Sentence 2: "WITH THE EXCEPTION OF SUPPLIER'S INDEMNITY OBLIGATION IN PARAGRAPH 11, BELOW," SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S.....
14 Miscellaneous	Strike sentence 1 of section (d) and replace with the following: "This Agreement and the Vendor Agreement (while in effect) constitute the entire agreement between the parties with respect to the subject matter hereof."

All other terms of the Agreement will remain in full force and effect, and the Parties will remain obligated there under. All Capitalized terms used herein are not otherwise defined or redefined herein will have the meanings assigned to them in the Agreement, and all terms defined and redefined will be given the meanings set out herein for all purposes in the Agreement.

County of Riverside  
 Customer  
 By: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

AIR LIQUIDE HEALTHCARE AMERICA CORPORATION  
 Supplier  
 By: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE

Tom Case  
 Submitted for Supplier by

Return to: Commitment Form Coordinator  
 MedAssets Supply Chain Systems  
 280 South Mount Auburn Road  
 Cape Girardeau, MO 63703  
 FAX: 573/332-2301  
 E-Mail: [LOCsupport@MedAssets.com](mailto:LOCsupport@MedAssets.com)





## EXHIBIT 2.1 (Charge(s))

Eff./Rev. 05/01/09  
MedAssets/Air Liquide Healthcare America Corporation  
Contract Number MS00780  
Exhibit 2.0

TO: The Bulk Product Agreement Between Air Liquide Healthcare America Corporation ("Supplier") and  
County of Riverside ("Customer") dated December 1, 2012

### Professional

Service Technician	\$150 per hour (4-hr min), [\$175 per hour after hours, \$1.00 per mile portal to portal]
Project/Application Specialist	\$250 per hour minimum
Supplies, parts or consumables used by technicians or specialists at Customer site *	
Account set up	\$200 per account

### Specialized

Equipment Installation / Removal *	Gas inventory management / automatic re-supply - DATAL I <sup>®</sup> with on-line access	\$200 per month
Equipment Rental *	On-line Subscription Service	\$50 per month
Equipment Preventive Maintenance – MAINTAIN *	Safety Awareness Session	*
Gas Sensor Calibration *	Equipment Repair	\$150 per hour (1hr.min)
Piping: flow audit, leak detection, consulting & design, installation *	Tube trailer set out	\$100 per day
Stack emissions testing *	Hospital tank inspection	\$1,250
Metered billing *		

### Delivery

Hazmat charge	\$50 per delivery	Rush delivery	\$400 per delivery
for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials	\$0.00	Scaled weight documentation	\$60 per delivery
Medical charge	\$225 per delivery	Customer required signature on delivery ticket	\$35 per delivery
for the handling of medical Products and for compliance with laws and regulations concerning medical Products	\$0.00	Proof of delivery with invoice	\$50 per occurrence
Standard delivery charge	\$285 per delivery	Additional copy of invoice / delivery ticket	\$50 per occurrence
	\$0.00	On-site delivery vehicle delayed	\$75 per 15 minutes
Preferred delivery window	\$400 per delivery	Customer canceled or undeliverable site	\$300

### Analytical Services with Installed Analyzers

<u>Certificate of Analysis for FDA regulated products:</u>		particulates	\$225
Liquid oxygen USP or liquid nitrogen NF	\$100	purity	\$75
Liquid carbon dioxide	\$375	moisture	\$75
General Certificate of Conformance to CGA guidelines	\$75	Liquid argon:	
		oxygen, nitrogen and moisture only	\$100
		trace hydrogen	\$150
		trace carbon dioxide	\$100
		trace total hydrocarbons	\$100
		Liquid carbon dioxide:	
		total sulfur, total hydrocarbons and moisture only	\$100
		Liquid hydrogen:	
		oxygen, nitrogen, total hydrocarbons, carbon monoxide, carbon dioxide and moisture	\$150
		Liquid or gaseous helium:	
		purity, total hydrocarbons, oxygen, argon, and moisture	\$150
		* Pricing varies based on customer's specific requirements	
		◆ Not all analytical services are available to all customers	
		◆ Certain Services may require a separate Service Agreement.	

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ZY524 LOX FUEL/POWER SRG: \$0.10 / 100SCF

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Customer shall pay Supplier's scheduled applicable Charges, as well as, other special Charges (including temporary emergency, plant outage, insurance, fuel and energy surcharges) that Supplier may assess. The amounts and identity of the Charges as of the Effective date of the Bulk Product Agreement are indicated in this Exhibit 1. These Charges are not subject to Revision of Prices (Section 6) and may be amended or others may be added at Supplier's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by Supplier. Supplier may not have specifically quantified the relationship between such charges and the actual costs associated with such charges, which can vary by Product, service, time and place, among other things.

Initial  
Customer

Initial  
Supplier

Return to:           **Commitment Form Coordinator**  
**MedAssets Supply Chain Systems**  
280 South Mount Auburn Road  
Cape Girardeau, MO 63703  
FAX: 573/332-2301  
E-Mail: [LOCSupport@MedAssets.com](mailto:LOCSupport@MedAssets.com)

## ADDENDUM A

### THIS ADDENDUM A IS PART OF THE BULK PRODUCT AGREEMENT

This Addendum A to the Bulk Product Agreement dated December 1, 2012 (the "Agreement") is effective as of the 1<sup>st</sup> day of December, 2012, by and between Air Liquide Healthcare America Corporation ("Supplier") and County of Riverside ("Customer").

Supplier and Customer agree as follows:

#### Cylinder Loss-of-Use

On November 12, 2010, a cylinder inventory at Riverside County Regional Medical Center was conducted. The audit of the inventory count revealed that 84 cylinders worth \$37,800 are unaccounted for.

Should the County of Riverside enter into both a Bulk Product Agreement and Agreement For Supply Of Cylinder Products & Equipment for corresponding Initial Terms of seven (7) years each, Air Liquide shall reduce the Loss-Of-Use charge due to \$17,800.00.

Should the County of Riverside enter into both a Bulk Product Agreement and Agreement For Supply Of Cylinder Products & Equipment for corresponding Initial Terms of five (5) years each, or do neither, the full Loss-Of Use amount of \$37,800.00 shall be due.

A Purchase Order for the 84 lost cylinders (in the appropriate dollar amount), and payment of the subsequent Air Liquide invoice, must be received before pricing herein is implemented and lost cylinders are removed from the cylinder book balance. See attached Cylinder Loss-of-Use Price Schedule and Lost Cylinder Detail.

All other terms of the Agreement will remain in full force and effect, and the Parties will remain obligated there under. All Capitalized terms used herein are not otherwise defined or redefined herein will have the meanings assigned to them in the Agreement, and all terms defined and redefined will be given the meanings set out herein for all purposes in the Agreement.

Accepted for Customer -

Accepted for Supplier -

**County of Riverside**

**Air Liquide Healthcare America Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

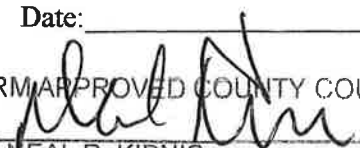
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY:

  
NEAL R. KIPNIS

DATE

12/24/12

## Cylinder Loss-of-Use Price Schedule

Loss-of-use is compensation, billed per cylinder, for lost, missing, damaged, or unaccounted for cylinders to replace a revenue generating cylinder asset to full-service capability. This includes the charge for acquisition of a comparable replacement asset cylinder, freight charges, valving, and cylinder preparation materials and labor. Cylinder rental/demurrage continues until the loss-of-use charge is recovered.

The customer is not purchasing the asset. If a cylinder surfaces after the customer pays the loss-of-use charge, it is still property of Air Liquide. Customer may receive credit depending only on the terms agreed during the loss-of-use billing (i.e. if a cylinder is returned within 60 days of loss-of-use payment).

Customer: Riverside Co Reg Md Ctr  
Account Number: 41881-1

Cylinder Description	Item Number	Capacity	Unit of Measure	Loss of Use Charge (per cylinder)	Quantity	Loss of Use Total
<b>Acetylene Cylinder</b>						
	CYL-ACET10/40	<= 40	cubic feet	\$ 125.00		
	CYL-ACET60/75	41 -99	cubic feet	\$ 195.00		
	CYL-ACET100/145	100 -150	cubic feet	\$ 270.00		
	CYL-ACET210/250	151-274	cubic feet	\$ 410.00		
	CYL-ACET310/390/420	>275	cubic feet	\$ 510.00		
<b>High Pressure Steel</b>						
	CYL-HP20	20	cubic feet	\$ 110.00		
	CYL-HP40/55	40 - 55	cubic feet	\$ 210.00		
	CYL-HP125/80/110	56 - 128	cubic feet	\$ 295.00		
	CYL-HP220/250/300	129-306	cubic feet	\$ 450.00	59	\$26,550.00
	CYL-HP350/450	347-434	cubic feet	\$ 600.00		
	CYL-HP600	6000 PSI	cubic feet	\$ 1,400.00		
<b>Medical Steel</b>						
B, D, E	CYL-HPB/D/E	<= 28	cubic feet	\$ 125.00		
<b>Medical Aluminum</b>						
B, D, E	CYL-HPA4/6/6A/7/9/D15/D19/D22/E24	<= 24	cubic feet	\$ 150.00		
	EZ-OX / EZ-OX PLUS			\$ 275.00		
<b>Industrial/Specialty Aluminum</b>						
7AL	CYL-HPN33	33	cubic feet	\$ 250.00		
16AL	CYL-HPA16	88	cubic feet	\$ 350.00		
30AL	CYL-HPN150	150	cubic feet	\$ 540.00		
<b>FLAMAL/Propylene/Propane</b>						
	CYL-LP25	24	pounds	\$ 150.00		
	CYL-LP60	57	pounds	\$ 175.00		
	CYL-LP100	95	pounds	\$ 200.00		
	CYL-LP435	400	pounds	\$ 800.00		
<b>Carbon Dioxide Steel or Nitrous Oxide Steel</b>						
	CYL-CO25	< = 6	pounds	\$ 125.00		
	CYL-CO210	10	pounds	\$ 240.00		
	CYL-CO220	20	pounds	\$ 295.00		
	CYL-CO250	50 - 56	pounds	\$ 450.00	25	\$11,250.00
	CYL-CO275	75	pounds	\$ 525.00		
<b>Carbon Dioxide Aluminum</b>						
	CYL-CO2A5	5	pounds	\$ 130.00		
	CYL-CO2A10	10	pounds	\$ 180.00		
	CYL-CO2A20	20	pounds	\$ 235.00		
<b>Portable Liquid Containers</b>						
	CYL-LIQ160/180	110 - 180	liters	\$ 4,400.00		
	CYL-LIQ200/230	200 - 230	liters	\$ 5,400.00		
	CYL-LIQ250	240	liters	\$ 5,600.00		
	CYL-LIQ265	265	liters	\$ 5,900.00		
	CYL-LIQ450 Without Pallet	450	liters	\$ 15,000.00		
	CYL-LIQ600 Without Pallet	600	liters	\$ 27,000.00		
	CYL-LIQ800 Without Pallet	800	liters	\$ 29,000.00		
<b>Pack Frames And Manifold</b>						
6 PACK FRAME AND MANIFOLD		CYLINDERS EXTRA		\$ 1,500.00		
12 PACK FRAME AND MANIFOLD		CYLINDERS EXTRA		\$ 2,000.00		
16 PACK FRAME AND MANIFOLD		CYLINDERS EXTRA		\$ 2,700.00		
					84	\$37,800.00

Prices are subject to change without notice.  
Prices are per cylinder.

PROPRIETARY CONFIDENTIAL

**BULK INVENTORY MONITORING SERVICE**

This is a Service Exhibit to, and is covered by and subject to, the Bulk Product Agreement dated December 1, 2012 between Air Liquide Healthcare America Corporation, a Florida corporation as Supplier and County of Riverside (Service Site - Riverside County Regional Medical Center, Moreno Valley, CA) as Customer. The purpose of this Service Exhibit is to supplement and provide further details with regard to a particular Service that Supplier will provide to Customer in connection with the Bulk Product Agreement. The Service described below will be subject to the Bulk Product Agreement except as otherwise covered by the terms and conditions of this Exhibit.

**CUSTOMER AND SUPPLIER FURTHER AGREE AS FOLLOWS:**

**1. Service**

The Service to be provided under this Service Exhibit is Storage Level Monitoring.

**2. Description of the Service and Related Responsibilities**

Supplier will install and operate a DATAL Service Equipment unit, hereafter referred to as "Equipment", hardware and software, at the Service Site for the purpose of monitoring product levels in the storage tanks identified below. The Equipment will be actively linked to Supplier's monitoring network. In normal operation this will enable Supplier to continuously track Customer's product levels and usage rates and give Supplier sufficient lead-time for determining the appropriate delivery "window" for keeping Customer continuously supplied with the covered products.

**Supplier Responsibilities:** Supplier will, at its expense: a) install Equipment at the Service Site at a mutually convenient date within 45 days after the date of this Service Exhibit; b) monitor Customer's product storage levels, and schedule product deliveries to the Service Site, in accordance with storage level information provided by Equipment; c) promptly notify Customer, by calling the number provided by Customer by Supplier in writing, whenever the Equipment is not operating for any reason, and promptly call Customer back when operation is restored; d) provide toll-free Equipment dial-out number (no long distance charges to Customer); and e) provide the following written or electronic documentation as indicated below:

- eServices – electronic reporting and inventory monitoring
- 24/7 Real time connectivity detailing telemetry information
- Standard consumption reports
- Daily fax of inventory and pressure levels

**Customer Responsibilities:** Customer will, at its expense: a) cooperate with Supplier in connection with installation of Equipment; b) do manual tank readings, and directly order product from Supplier based on those readings, during those periods when Equipment is not operating; and c) Provide continuous operating dedicated active, fax (facsimile) quality telephone line and 110V power.

Any obligation of Customer under Section <sup>4.6</sup>~~3.2~~ of the Bulk Product Agreement with Supplier to do manual tank monitoring while Equipment is operating is hereby suspended for as long as this Service Exhibit is in effect except as provided above.

**3. Start Date and Termination**

The Term of this Service Exhibit will be the same as the Term identified in Section 2 of the Bulk Product Agreement. Start Date of the Term for this Service Exhibit will be the date when Supplier determines that installation and commissioning of DATAL Service Equipment and Customer's phone line has been satisfactorily completed (referred to as the "Equipment Ready Date").

**4. Service Fee**

The initial monthly Service Fee under this Service Exhibit shall be: \$150.00. If Supplier doesn't keep Customer supplied with its contract requirements of monitored product ("Run-Out"), Supplier guarantees to waive the next six monthly Service Fees unless the Run-Out was for reasons beyond Supplier's reasonable control. The Service Fee shall be increased no more than 5% per calendar year.

**5. Warranty Disclaimer and Limitation of Liability**

This Section 5 shall supercede the language on warranties and limitation of liability contained in Sections 9 and 10 (10 and 11) [Circle One] of the Bulk Product Agreement as it relates to the Service defined in Section 1 of this Exhibit. **Supplier disclaims all warranties of any kind relating to the Service, express or implied, including without limitation warranty of merchantability, warranty of fitness for particular purpose and** any warranty regarding the utility or value of the data to be gathered through the Service, or regarding any results or benefits that Customer may derive from the use of such data. Supplier's sole liability to Customer for non-performance or defective performance of the Service and/or the Service Equipment, and for any damage, loss or other matter arising from or relating to the Service or Service Equipment, will be to grant the six month fee waiver per Section 4 (if and as applicable) and to either, at Supplier's option, correct the Service deficiencies or terminate this Service Exhibit on written notice to Customer. Supplier shall not, in any event, have any liability to Customer for incidental, punitive, or consequential damages relating to or arising out of this Service or the Service Equipment. **The limitation contained herein shall apply regardless of cause (including negligence or other fault of Supplier).**

Accepted For County of Riverside (Service Site - Riverside)  
Customer

Accepted For Air Liquide Healthcare America Corporation  
Supplier

By \_\_\_\_\_  
Name/Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name/Title \_\_\_\_\_  
Date \_\_\_\_\_

Submitted By \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis 12/24/12  
NEAL R. KIPNIS DATE



AGREEMENT FOR SUPPLY OF CYLINDER PRODUCTS & EQUIPMENT

Exhibit 3.0

Eff./Rev. 05/01/09
MedAssets/Air Liquide Healthcare America Corporation
Contract Number MS00780
Exhibit 3.0

Between: Air Liquide Healthcare America Corporation AND County of Riverside
("Supplier") Mailing ("Customer")
Address: 12800 West Little York Road Houston TX 77041 Address: 2980 Washington Street Riverside CA 92504
City State Zip City State Zip

AGREEMENT dated between AIR LIQUIDE HEALTHCARE AMERICA CORPORATION ("Supplier"), with place of business at 12800 West Little York Road Houston TX 77041 and County of Riverside ("Customer"), with a place of business at 2980 Washington Street Riverside CA 92504 and having facilities as listed on Attachment A ("Facilities"). This Agreement covers the sale by Supplier to Customer and the purchase by Customer from Supplier of cylinder gas products, equipment, and products identified on Attachment A (referred to separately and collectively as "Product(s)"). SUPPLIER AND CUSTOMER AGREE AS FOLLOWS:

1. EXCLUSIVE SUPPLY AGREEMENT. Subject to the terms of this Agreement, Supplier agrees to sell to Customer, and Customer agrees to purchase from Supplier, Customer's total present and future requirements of the Products and any substitute products, for use at the Facilities and, at Supplier's option, at any other facility to which Customer may relocate or expand any part of the operations of the Facilities. Additionally, if Customer opens any other facility that has a requirement for any of the Products and is located within 50 miles of any of the Facilities, Customer will give Supplier the right, on at least 15 days advance written notice, to supply the Products to the facility, and at Supplier's option that facility shall become subject to this Agreement. Customer will not resell any Product unless Supplier, at its option, enters into a written resale addendum with Customer.

2. TERM. The Term of this Agreement will be ~~five (5)~~ seven (7) years beginning on 12-01-12 (the "Initial Term"). After the Initial Term, the Term will automatically renew from year-to-year, unless either party gives written termination notice at least twelve (12) months before the expiration of the Initial Term or any renewal term. If any Product deliveries are made before the indicated beginning date, that Product will also be covered by this Agreement.

3. PAYMENT. Supplier will invoice Customer for the Products purchased at the prices, charges and fees indicated in Attachment A, as adjusted pursuant to Sections B and C on Page 2. Customer shall make payment in full by the 30th day following date of invoice. Customer shall also pay all applicable taxes, except Supplier's income tax. If Customer's account becomes past due, Supplier may require Customer, as a condition of receiving current deliveries, to prepay the delivery invoice plus a specified part of the past due amounts. Supplier may also collect from Customer on any delinquent balance a charge at the rate of 1.5% per month or, if less, the maximum rate permitted by law.

4. CYLINDERS AND CYLINDER RENTAL. Except for Customer-owned cylinders identified as such by Customer at the time of delivery to Supplier for filling, all cylinders delivered to Customer are and will always remain the sole property of Supplier. Until cylinders are returned to Supplier by Customer, Customer shall pay rental on all cylinders at Supplier's current scheduled monthly or daily rental rates or at such other rates as the parties may agree to on Attachment A or in any written addendum to this Agreement.

Customer shall compensate Supplier for all loss of or damage to cylinders, caps or fittings, except as caused by normal wear and tear. Customer shall make sure that Supplier's cylinders are not refilled, modified or otherwise worked on by anybody except Supplier, and shall keep them free of any lien, seizure, or other claim by any third party.

All of Supplier's cylinders shall be returned to Supplier's facility by Customer no later than 30 days after expiration or termination of this Agreement. If any cylinder is not returned to Supplier, for any reason, Customer shall pay Supplier the Supplier's then current loss-of-use charge for the cylinder. If an unreturned cylinder later comes into Customer's possession, Customer will return it to Supplier, and Supplier will make an appropriate credit to Customer.



THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 AND ON ATTACHMENT A ARE PART OF THIS AGREEMENT AND ARE AGREED TO BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on the first line of this Agreement.

**AIR LIQUIDE HEALTHCARE AMERICA CORPORATION**  
- Supplier

County of Riverside  
- Customer

By \_\_\_\_\_

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_

Submitted By Tom Case

Return to: Commitment Form Coordinator  
MedAssets Supply Chain Systems  
280 South Mount Auburn Road  
Cape Girardeau, MO 63703  
FAX: 573/332-2301  
E-Mail: [LOCsupport@MedAssets.com](mailto:LOCsupport@MedAssets.com)

FORM APPROVED COUNTY COUNSEL  
BY: Neil R. Kipnis  
NEIL R. KIPNIS DATE 10/24/12

**ADDITIONAL TERMS AND CONDITIONS TO WHICH THE PARTIES AGREE BY THEIR SIGNATURES ON PAGE 1:**

**A. DELIVERY.** Customer shall monitor Product levels and give Supplier reasonable advance notice when ordering Product. Deliveries shall be made by Supplier FOB Supplier's delivery vehicle at the Facility. Title and risk of loss or damage to Product shall pass to Customer upon arrival at the Facility. Unloading from Supplier's delivery vehicle shall, at Supplier's option, be done by Customer at Customer's expense, or by Supplier at Supplier's expense. It is Customer's duty to check the condition and labeling of Products upon receipt to determine that they are fit for their intended use and to report any problems to Supplier immediately.

**B. NON-PRICE CHARGES.** Customer shall pay Supplier's scheduled applicable non-Price charges, including Hazardous Materials ("Hazmat") Charge for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials, Medical Charge for the handling of medical Products and for compliance with laws and regulations concerning medical Products, Delivery Charge, and other special non-Price charges (including temporary emergency, plant outage, fuel and energy surcharges) that Supplier may assess. These non-Price charges are not subject to Section C and may be amended or others may be added at Supplier's discretion. None of the non-Price charges represents a tax or fee paid to or imposed by any governmental authority, and all of the charges are retained by Supplier. Supplier may not have specifically quantified the relationship between such charges and the actual costs associated with such charges, which can vary by Product, service, time and place, among other things.

**C. REVISION OF PRICES.** Supplier shall have the right at any time to revise any of the prices (including rental) for any one or more of the Products by written notice to Customer. Within 15 days after the date of the notice, Customer may give Supplier a copy of a current written quote to Customer from a responsible supplier for the sale to Customer of like quantities of the Products in question on like terms and conditions and at a lower price. If Customer does not submit a quote within 15 days, the new prices will take effect. If Customer does submit a quote within 15 days, Supplier shall have 15 days to match the quoted price, or to reinstate the price that preceded Supplier's increase, or to do neither. If Supplier matches the third party price or reinstates Supplier's prior price, the Term of this Agreement shall be extended to a new Initial Term of the same length as the original Initial Term. If Supplier does not match the quoted third party price or reinstate the prior prices, Customer may cancel this Agreement with regard to the Products in question by giving Supplier written notice within the next 30 days. If Customer does not cancel, Supplier's new price will take effect on the 60<sup>th</sup> day following the date of Supplier's price increase notice. The cancellation date stated in Customer's notice must be no later than 30 days after the notice date.

**D. EXCUSE OF PERFORMANCE.** Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If sufficient Product is not available from Supplier's normal source of supply, Supplier may allocate Product among its customers and will make reasonable efforts to obtain additional product from other sources provided Customer pays all additional costs associated with such product.

**E. WARRANTIES.** Supplier warrants that gas Products manufactured by Supplier will comply with Compressed Gas Association (CGA) guidelines. Any other Products manufactured by Supplier will conform to Supplier's standard specifications. Supplier makes no warranty with respect to Products manufactured by others, but will, on request, to the extent permitted, pass on to Customer any applicable manufacturer's warranty. SUPPLIER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY, IMPLIED OR EXPRESS, OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

**F. DAMAGE LIMITATIONS.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS MANUFACTURED BY SUPPLIER SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT AT ISSUE. SUPPLIER SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM PRODUCTS NOT MANUFACTURED BY SUPPLIER AND CUSTOMER'S SOLE REMEDY SHALL BE AGAINST THE MANUFACTURER AND SHALL BE LIMITED TO THE REMEDIES CONTAINED IN THE MANUFACTURER'S WARRANTY. CUSTOMER MUST NOTIFY SUPPLIER OF ANY CLAIM RELATING TO ANY PRODUCT WITHIN 15 DAYS OF THE EVENT GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS WAIVED. THE LIMITATIONS CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.

**G. INDEMNITY.** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to any limitations set forth in this Agreement, each party agrees to indemnify the other party to the extent of the indemnifying party's negligence.

**H. WARNINGS CONCERNING HAZARDOUS NATURE OF PRODUCTS AND TRAINING.** Customer acknowledges that the gas Products and certain equipment and Products are hazardous and must be handled accordingly. Customer acknowledges its understanding that those Products are classified by the U.S. Occupational Safety and Health Administration ("OSHA") as hazardous chemicals, and that there are hazards associated with the possession and use of the Products, and that Customer must take proper account of those hazards and deal with them appropriately.

Customer shall warn all persons who may be exposed to any hazards relating to any of the Products and shall train them in the proper use thereof. Customer acknowledges that Supplier has supplied Customer with all relevant Material Safety Data Sheets ("MSDSs") relating to the Product, and that more MSDSs are available from Supplier on request. Customer is also aware that OSHA regulations require Customer to develop and implement a written chemical hazard communications program for its employees regarding all hazardous chemical Products.

Customer understands that the Products must not be used without consulting the MSDSs, and will ensure that all employees, customers and others who may be exposed to the Products receive and refer to the MSDSs.

**I. COMPLIANCE WITH LAWS.** Customer shall comply with all laws, ordinances and regulations relating to the Product and all other aspects of Customer's business and operations, including any applicable licensing, permitting and registration obligations and environmental laws.

**J. EQUIPMENT SALES.** If any equipment or similar item of a unit cost is sold by Supplier to Customer in connection with this Agreement, Customer hereby grants Supplier a security interest lien in that item to secure Customer's payment of the purchase price, and Customer authorizes Supplier to prepare, sign and record a financing statement for both parties in order to protect Supplier's security interest lien.

**K. MISCELLANEOUS.**

**ASSIGNMENT.** Customer must receive Supplier's consent to assign this Agreement. This Agreement shall be binding on, and inure to the benefit of, the parties and their successors and assigns. If Customer sells a material part of its assets and/or its operations at any Facility or its stock to a third party, Customer shall require the third party to assume this Agreement as it relates to any applicable Facility.

**APPLICABLE LAWS AND SEVERABILITY.** The laws of the state of Customer's address shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement under any applicable laws shall not affect the validity or enforceability of any other provision of this Agreement.

**ENTIRE AGREEMENT.** This Agreement constitutes the Parties' entire agreement with respect to the subject matter hereof. No provision of any Customer purchase order or similar document shall alter or add to this Agreement. Any modification of this Agreement must be written and signed by both parties.

**NOTICES.** Notices given in connection with this Agreement must be in writing and sent to the parties' addresses above or any substitute address that either party may provide to the other by notice hereunder. Notice shall be considered to be given on the date it is sent by prepaid mail or, if otherwise delivered, on the date of delivery.

**CORPORATE REVIEW.** Within 30 days after the parties' representatives have signed and returned this Agreement, Supplier's corporate headquarters office shall have the right to cancel this Agreement.

**CUSTOMER CONTRACTUALLY FREE.** Customer represents that Customer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Supplier against all damages it may suffer if Customer's representation is not correct.

**MEDIATION.** Prior to filing a lawsuit, all disputes regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, American Arbitration Association rules shall apply.





**AIR LIQUIDE**

**Amendment to Agreement for Supply of Cylinder Products and Equipment**

EXHIBIT 3.1

Eff./Rev. 05/01/09  
MedAssets/Air Liquide Healthcare America Corporation  
Contract Number MS00780  
Exhibit 3.1

Between: Air Liquide Healthcare America Corporation AND County of Riverside  
 ("Supplier") Mailing ("Customer")

Address: 12800 West Little York Road Address: 2980 Washington Street  
Houston TX 77041 Riverside CA 92504  
 City State Zip City State Zip

THIS EXHIBIT 3.1 (the "Amendment") to the Agreement for Supply of Cylinder Products and Equipment (the "Agreement") is effective as of the 1st day of December, 2012, by and between Air Liquide Healthcare America Corporation ("Supplier") and County of Riverside ("Customer").

Supplier and Customer agree as follows:

The Agreement is amended as follows:

Section	Amendment
First Paragraph	At the end of the first paragraph after sentence number two add the following sentence: "This Agreement is subject to the terms and conditions of the Vendor Agreement between Supplier and MedAssets Supply Chain Systems, LLC while the Vendor Agreement is in effect. (the "Vendor Agreement")."
3. Payment	During the term of the Vendor Agreement Strike all of sentence 2 and replace with the following: "For Product(s) ordered direct from Supplier, full payment is due within thirty (30) days after delivery of Product(s) to, or receipt of invoice by Customer, whichever date is later ("Payment Date"), with a prompt pay discount of 2% for payment received within fifteen (15) days of ("Payment Date"). Payment terms for Product(s) ordered from an authorized distributor shall be per the terms of the respective distributor agreement." The remainder of section 3 will remain intact.
B. Non-Price Charges	During the term of the Vendor Agreement add the following to the beginning of the paragraph. "Supplier shall not be allowed to modify pricing without the consent of MedAssets for any reason including pricing modifications associated with raw materials, petroleum surcharges, and energy increases. Additionally, such pricing may not be modified due to a modification of terms, including but not limited to modifications to inbound freight and payment terms, between Vendor and MedAssets' Authorized Distributors identified on MedAssets schedule C."
C. Revision of Prices	During the term of the Vendor Agreement Strike sentence 1 and replace with the following: "Pricing will remain firm for 12 months after the effective date of the Agreement, Supplier will have the right to revise any of the Prices 4.5% per calendar year by written notice to customer."
F. Damage Limitations	Add to the beginning of Sentence 2: "WITH THE EXCEPTION OF SUPPLIER'S INDEMNITY OBLIGATION IN PARAGRAPH G, BELOW,"
K. Miscellaneous ENTIRE AGREEMENT	Strike sentence 1 and replace with the following: "This Agreement and the Vendor Agreement (while in effect) constitute the entire agreement between the parties with respect to the subject matter hereof."



All other terms of the Agreement will remain in full force and effect, and the Parties will remain obligated there under. All Capitalized terms used herein are not otherwise defined or redefined herein will have the meanings assigned to them in the Agreement, and all terms defined and redefined will be given the meanings set out herein for all purposes in the Agreement.

County of Riverside  
Customer  
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AIR LIQUIDE HEALTHCARE AMERICA CORPORATION  
Supplier  
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis  
NEAL R. KIPNIS DATE 1/24/12

Tom Case  
Submitted for Supplier by \_\_\_\_\_

Return to: **Commitment Form Coordinator**  
**MedAssets Supply Chain Systems**  
280 South Mount Auburn Road  
Cape Girardeau, MO 63703  
FAX: 573/332-2301  
E-Mail: [LOCSupport@MedAssets.com](mailto:LOCSupport@MedAssets.com)

## ADDENDUM A

### THIS ADDENDUM A IS PART OF THE AGREEMENT FOR SUPPLY OF CYLINDER PRODUCTS & EQUIPMENT

This Addendum A to the Agreement For Supply Of Cylinder Products & Equipment dated December 1, 2012 (the "Agreement") is effective as of the 1<sup>st</sup> day of December, 2012, by and between Air Liquide Healthcare America Corporation ("Supplier") and County of Riverside ("Customer").

Supplier and Customer agree as follows:

#### Cylinder Loss-of-Use

On November 12, 2010, a cylinder inventory at Riverside County Regional Medical Center was conducted. The audit of the inventory count revealed that **84** cylinders worth **\$37,800** are unaccounted for.

Should the County of Riverside enter into both a Bulk Product Agreement and Agreement For Supply Of Cylinder Products & Equipment for corresponding Initial Terms of seven (7) years each, Air Liquide shall reduce the Loss-Of-Use charge due to \$17,800.00.

Should the County of Riverside enter into both a Bulk Product Agreement and Agreement For Supply Of Cylinder Products & Equipment for corresponding Initial Terms of five (5) years each, or do neither, the full Loss-Of Use amount of \$37,800.00 shall be due.

A Purchase Order for the 84 lost cylinders (in the appropriate dollar amount), and payment of the subsequent Air Liquide invoice, must be received before pricing herein is implemented and lost cylinders are removed from the cylinder book balance. See attached Cylinder Loss-of-Use Price Schedule and Lost Cylinder Detail.

All other terms of the Agreement will remain in full force and effect, and the Parties will remain obligated there under. All Capitalized terms used herein are not otherwise defined or redefined herein will have the meanings assigned to them in the Agreement, and all terms defined and redefined will be given the meanings set out herein for all purposes in the Agreement.

#### Cylinder Product Price Schedule

Refer to Section 1 and Attachment A of the Agreement:

Item #	Item Description	Unit Price	Price UOM
350-B	ACETYLENE B - MINIMUM OF 30 SCF/CYL	\$12.75	CYL
350-LG	ACETYLENE LARGE-CYL	\$27.50	CYL
350-MC	ACETYLENE MC - MINIMUM OF 8 SCF/CYL	\$9.95	CYL
350-MD	ACETYLENE MEDIUM-CYL	\$23.40	CYL
350-SM	ACETYLENE SMALL-CYL	\$15.95	CYL
361-44	AIR MEDICAL 238 SCF/CYL	\$5.00	CYL
361-44L+	AIR MEDICAL 233 SCF/CYL	\$5.00	CYL
361-44/6	AIR MEDICAL 6PK SIZE 44 - CYL	\$35.00	PK

361-E	AIR MEDICAL 23 SCF/CYL	\$3.95	CYL
361-EAL	AIR MEDICAL - ALUMINUM 23 SCF/CYL	\$3.95	CYL
390-44+	ARGON 280 SCF/CYL	\$45.00	CYL
390-49+	ARGON 336 SCF/CYL	\$47.00	CYL
395-7	ARGON UHP 42 SCF/CYL	\$24.75	CYL
395-44HH	ARGON UHP 6000PSI 524 SCF/CYL	\$112.75	CYL
521-44	CARBON DIOXIDE MEDICAL 50 LB/CYL	\$11.45	CYL
521-44LL	CARBON DIOXIDE MEDICAL 50 LB/CYL	\$11.45	CYL
521-13	CARBON DIOXIDE MEDICAL 17 LB/CYL	\$7.10	CYL
521-D	CARBON DIOXIDE MEDICAL 4 LB/CYL	\$5.25	CYL
521-E	CARBON DIOXIDE MEDICAL 6 LB/CYL	\$5.25	CYL
533-44LL	CARBON DIOXIDE 50 LB/CYL-SYPHON TUBE	\$13.25	CYL
538-44LL	CARBON DIOXIDE 50 LB/CYL-SYPHON TUBE	\$13.25	CYL
621-44L	HELIUM MEDICAL 200SCF/CYL	\$36.55	CYL
621-44	HELIUM MEDICAL 223SCF/CYL	\$36.55	CYL
621-44+	HELIUM MEDICAL 244SCF/CYL	\$36.55	CYL
621-44L+	HELIUM MEDICAL 219SCF/CYL	\$36.55	CYL
621-A	HELIUM MEDICAL 5SCF/CYL	\$4.59	CYL
621-B	HELIUM MEDICAL 7SCF/CYL	\$4.59	CYL
621-D	HELIUM MEDICAL 13SCF/CYL	\$4.59	CYL
621-E	HELIUM MEDICAL 22SCF/CYL	\$6.63	CYL
625-44HH	HELIUM UHP 6000PSI 473 SCF/CYL	\$144.50	CYL
670-E	SG LASER GAS CO2 4.5%/N2 13.5%/BAL HE SIZE E	\$79.56	CYL
674-44L+	HELIUM/OXYGEN 60/40 MEDICAL 220SCF/CYL	\$45.57	CYL
674-44	HELIUM/OXYGEN 60/40 MEDICAL 237SCF/CYL	\$45.57	CYL
676-44L	HELIUM/OXYGEN 70/30 MEDICAL 200SCF/CYL	\$45.57	CYL
676-44L+	HELIUM/OXYGEN 70/30 MEDICAL 229SCF/CYL	\$45.57	CYL
680-44	HELIUM/OXYGEN 80/20 MEDICAL 225SCF/CYL	\$45.57	CYL
680-44+	HELIUM/OXYGEN 80/20 MEDICAL 230SCF/CYL	\$45.57	CYL
761-44	NITROGEN N.F. MEDICAL 234 SCF/CYL	\$5.10	CYL
761-44+	NITROGEN N.F. MEDICAL 255 SCF/CYL	\$5.10	CYL
761-44L+	NITROGEN N.F. MEDICAL 230 SCF/CYL	\$5.10	CYL
761-D	NITROGEN N.F. MEDICAL 14 SCF/CYL	\$2.50	CYL
761-E	NITROGEN N.F. MEDICAL 23 SCF/CYL	\$2.50	CYL
891-13	NITROUS OXIDE MEDICAL 17 LB/CYL	\$22.44	CYL
891-44	NITROUS OXIDE MEDICAL 56 LB/CYL	\$42.50	CYL
891-D	NITROUS OXIDE MEDICAL 3.5 LB/CYL	\$8.50	CYL
891-E	NITROUS OXIDE MEDICAL 6 LB/CYL	\$8.50	CYL
891-EAL	NITROUS OXIDE MEDICAL 6 LB/CYL	\$8.50	CYL
900-22	OXYGEN 114 SCF/CYL	\$4.00	CYL
900-22+	OXYGEN 125-128 SCF/CYL	\$4.00	CYL
900-3	OXYGEN 17-19 SCF/CYL	\$2.00	CYL
901-160H	OXYGEN MEDICAL 160 LTR/235PSI LIQ-CYL	\$72.30	CYL
901-180H	OXYGEN MEDICAL 180 LTR/235PSI LIQ-CYL	\$81.34	CYL
901-44L+	OXYGEN MEDICAL 251 SCF/CYL	\$4.15	CYL
901-44	OXYGEN MEDICAL 256 SCF/CYL	\$4.15	CYL
901-44+	OXYGEN MEDICAL 281 SCF/CYL	\$4.15	CYL
901-44L+/6	OXYGEN MEDICAL 6PK 251 SCF/CYL	\$25.90	PK
901-D	OXYGEN MEDICAL 15 SCF/CYL	\$2.00	CYL
901-DAL	OXYGEN MEDICAL 15 SCF/CYL	\$2.00	CYL
901-E	OXYGEN MEDICAL 25 SCF/CYL	\$2.00	CYL
901-EAL	OXYGEN MEDICAL 25 SCF/ALUMINUM CYL	\$2.00	CYL
912-E	OXYGEN MEDICAL EZ-OX 25 SCF/CYL	\$2.75	CYL
914-EPLUS	OXYGEN MEDICAL EZ-OX PLUS 25 SCF/CYL	\$2.75	CYL



3520-E	SG BLOOD GAS - CO2 1-20%/ O2 1-27.3% / BAL N2 SIZE E	\$95.00	CYL
4903-44	SG LD CO 0.3%/CH4 0.3%/O2 21%/BAL N2 SIZE 44	\$87.50	CYL
4903-E	SG LD CO 0.3%/CH4 0.3%/O2 21%/BAL N2 SIZE E	\$87.50	CYL
	<b>Other Charges</b>		
100	CYLINDER RENT HIGH PRESSURE 100CF & OVER	\$0.075	PER DAY
110	CYLINDER RENT HIGH PRESSURE <100CF	\$0.075	PER DAY
120	CYLINDER RENT ACETYLENE/LP 100CF & OVER	\$0.075	PER DAY
130	CYLINDER RENT ACETYLENE/LP <100CF	\$0.075	PER DAY
160	CYLINDER RENT EZOX / EZOX PLUS < 100CF	\$0.14	PER DAY
170	CYLINDER RENT MEDICAL ALUMINUM <100CF	\$0.075	PER DAY
220	CYLINDER RENT EXTRA HP 6000PSI	\$0.35	PER DAY
300	CYLINDER RENT SPECIALTY HP 100CF & OVER	\$0.075	PER DAY
310	CYLINDER RENT SPECIALTY HP < 100CF	\$0.075	PER DAY
410	CYLINDER RENT LIQUID CYLINDER 160\180LTR	\$0.85	PER DAY
420	CYLINDER RENT LIQUID CYLINDER 230-265LTR	\$0.90	PER DAY
506	CYLINDER RENT 6 PACK - INDUSTRIAL/MEDICAL	\$1.25	PER DAY
ZY440	CYLINDER PICKUP	\$15.00	EA
ZY422	DELIVERY CHARGE - CYL/HARDGOODS	\$15.00	EA
ZZ850	MEDICAL CHARGE - CYL	\$0.00	EA
ZZ899	HAZMAT CHARGE - CYL RENT INVOICE	\$0.00	PER INV

All other terms of the Agreement will remain in full force and effect, and the Parties will remain obligated there under. All Capitalized terms used herein are not otherwise defined or redefined herein will have the meanings assigned to them in the Agreement, and all terms defined and redefined will be given the meanings set out herein for all purposes in the Agreement.

Accepted for Customer -

Accepted for Supplier -

County of Riverside

Air Liquide Healthcare America Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY:

*Neal R. Kipnis*  
NEAL R. KIPNIS

DATE

*1/24/12*

## Cylinder Loss-of-Use Price Schedule

Loss-of-use is compensation, billed per cylinder, for lost, missing, damaged, or unaccounted for cylinders to replace a revenue generating cylinder asset to full-service capability. This includes the charge for acquisition of a comparable replacement asset cylinder, freight charges, valving, and cylinder preparation materials and labor. Cylinder rental/demurrage continues until the loss-of-use charge is recovered.

The customer is not purchasing the asset. If a cylinder surfaces after the customer pays the loss-of-use charge, it is still property of Air Liquide. Customer may receive credit depending only on the terms agreed during the loss-of-use billing (i.e. if a cylinder is returned within 60 days of loss-of-use payment).

Customer: Riverside Co Reg Md Ctr  
Account Number: 41881-1

Cylinder Description	Item Number	Capacity	Unit of Measure	Loss of Use Charge (per cylinder)	Quantity	Loss of Use Total
<b>Acetylene Cylinder</b>						
	CYL-ACET10/40	<= 40	cubic feet	\$ 125.00		
	CYL-ACET60/75	41 -99	cubic feet	\$ 195.00		
	CYL-ACET100/145	100 -150	cubic feet	\$ 270.00		
	CYL-ACET210/250	151-274	cubic feet	\$ 410.00		
	CYL-ACET310/390/420	>275	cubic feet	\$ 510.00		
<b>High Pressure Steel</b>						
	CYL-HP20	20	cubic feet	\$ 110.00		
	CYL-HP40/55	40 - 55	cubic feet	\$ 210.00		
	CYL-HP125/80/110	56 - 128	cubic feet	\$ 295.00		
	CYL-HP220/250/300	129-306	cubic feet	\$ 450.00	59	\$26,550.00
	CYL-HP350/450	347-434	cubic feet	\$ 600.00		
	CYL-HP600	6000 PSI	cubic feet	\$ 1,400.00		
<b>Medical Steel</b>						
B, D, E	CYL-HPB/D/E	<= 28	cubic feet	\$ 125.00		
<b>Medical Aluminum</b>						
B, D, E	CYL-HPA4/6/6A/7/9/D15/D19/D22/E24	<= 24	cubic feet	\$ 150.00		
EZ-OX / EZ-OX PLUS	CYL-EZOX / EZ-OX PLUS			\$ 275.00		
<b>Industrial/Specialty Aluminum</b>						
7AL	CYL-HPN33	33	cubic feet	\$ 250.00		
16AL	CYL-HPA16	88	cubic feet	\$ 350.00		
30AL	CYL-HPN150	150	cubic feet	\$ 540.00		
<b>FLAMAL/Propylene/Propane</b>						
	CYL-LP25	24	pounds	\$ 150.00		
	CYL-LP60	57	pounds	\$ 175.00		
	CYL-LP100	95	pounds	\$ 200.00		
	CYL-LP435	400	pounds	\$ 800.00		
<b>Carbon Dioxide Steel or Nitrous Oxide Steel</b>						
	CYL-CO25	< = 6	pounds	\$ 125.00		
	CYL-CO210	10	pounds	\$ 240.00		
	CYL-CO220	20	pounds	\$ 295.00		
	CYL-CO250	50 - 56	pounds	\$ 450.00	25	\$11,250.00
	CYL-CO275	75	pounds	\$ 525.00		
<b>Carbon Dioxide Aluminum</b>						
	CYL-CO2A5	5	pounds	\$ 130.00		
	CYL-CO2A10	10	pounds	\$ 180.00		
	CYL-CO2A20	20	pounds	\$ 235.00		
<b>Portable Liquid Containers</b>						
	CYL-LIQ160/180	110 - 180	liters	\$ 4,400.00		
	CYL-LIQ200/230	200 - 230	liters	\$ 5,400.00		
	CYL-LIQ250	240	liters	\$ 5,600.00		
	CYL-LIQ265	265	liters	\$ 5,900.00		
	CYL-LIQ450 Without Pallet	450	liters	\$ 15,000.00		
	CYL-LIQ600 Without Pallet	600	liters	\$ 27,000.00		
	CYL-LIQ800 Without Pallet	800	liters	\$ 29,000.00		
<b>Pack Frames And Manifold</b>						
6 PACK FRAME AND MANIFOLD		CYLINDERS EXTRA		\$ 1,500.00		
12 PACK FRAME AND MANIFOLD		CYLINDERS EXTRA		\$ 2,000.00		
16 PACK FRAME AND MANIFOLD		CYLINDERS EXTRA		\$ 2,700.00		
					84	\$37,800.00

Prices are subject to change without notice.  
Prices are per cylinder.

PROPRIETARY CONFIDENTIAL



**Riverside County Regional Medical Center  
Cylinder Inventory Dated 11/12/10  
Lost Cylinder Detail**

<b><u>P/N</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>
361-44	AIR MEDICAL SIZE 44 (H)	3
521-44	CARBON DIOXIDE MEDICAL 50 LB/CYL	19
761-44+	NITROGEN N.F. MEDICAL 255 SCF/CYL	32
676-44L	HELIUM/OXYGEN 70/30 MEDICAL 200 SCF/CYL	18
680-44	HELIUM/OXYGEN 80/20 MEDICAL 225 SCF/CYL	1
891-44	NITROUS OXIDE MEDICAL 56 LB/CYL	6
901-44L+	OXYGEN MEDICAL 251 SCF/CYL	1
901-44+	OXYGEN MEDICAL 281 SCF/CYL	4
	<b>TOTAL</b>	<b>84</b>

Air Liquide Price file		Manufacturer Name	Item Description	Additional Item Description	UOM QTY 1	UOM Desc 1	Pricing UOM	List Price	Manu Price 2
Air Liquide Healthcare	1500 gallon	Bulk Oxygen FOB Destination	Bulk Price All Facilities	1	CCF	CCF	N/A	\$0.53	
Air Liquide Healthcare	3000 gallon	Bulk Oxygen FOB Destination	Bulk Price All Facilities	1	CCF	CCF	N/A	\$0.43	
Air Liquide Healthcare	6000 gallon	Bulk Oxygen FOB Destination	Bulk Price All Facilities	1	CCF	CCF	N/A	\$0.35	
Air Liquide Healthcare	9000 gallon or larger	Bulk Oxygen FOB Destination	Bulk Price All Facilities	1	CCF	CCF	N/A	\$0.33	
Air Liquide Healthcare	1500 gallon w/liquid reserve	Bulk Tank Rental	Bulk Price All Facilities	1	Per Month	Per Month	N/A	\$785.00	
Air Liquide Healthcare	3000gallon w/liquid reserve	Bulk Tank Rental	Bulk Price All Facilities	1	Per Month	Per Month	N/A	\$1,080.00	
Air Liquide Healthcare	6000gallon w/liquid reserve	Bulk Tank Rental	Bulk Price All Facilities	1	Per Month	Per Month	N/A	\$1,298.00	
Air Liquide Healthcare	9000 gallon or larger w/liquid reserve	Bulk Tank Rental	Bulk Price All Facilities	1	Per Month	Per Month	N/A	\$1,512.00	
Air Liquide Healthcare	Cartage	BULK OXYGEN CARTAGE FEE. Based upon total mileage, per 50 mile increment as calculated by MapQuest from address of best Air Liquide source to member hospital address. Includes Delivery and Haz. Mat. Only applicable to member hospitals further than 50 miles from bulk oxygen plant.	Bulk Price All Facilities						
Air Liquide Healthcare	3SD-44L+	AIR COMPRESSED 233 SCF/CYL (H) Breathing		1	Cylinder	Cylinder	\$13.89	\$4.25	
Air Liquide Healthcare	3S1-13L	AIR MEDICAL 60 SCF/CYL		1	Cylinder	Cylinder	\$13.89	\$5.50	
Air Liquide Healthcare	3S1-44L+	AIR MEDICAL 233 SCF/CYL (H) USP		1	Cylinder	Cylinder	\$18.50	\$5.00	
Air Liquide Healthcare	3S1-E	AIR MEDICAL 23 SCF/CYL		1	Cylinder	Cylinder	\$10.18	\$3.95	
Air Liquide Healthcare	3S5-7	ARGON UHP 42 SCF/CYL		1	Cylinder	Cylinder	\$147.80	\$24.75	
Air Liquide Healthcare	3S5-44HH	ARGON UHP 6000 PSI CYL		1	cylinder	cylinder	\$346.85	\$112.75	
Air Liquide Healthcare	4S03-44	SG LUNG DIFFUSION CO 0.3%/ICM 0.3%/O2 21%/BAL ND SIZE 44-CYL (H)		1	Cylinder	Cylinder	\$211.96	\$87.50	
Air Liquide Healthcare	521-13	CARBON DIOXIDE MEDICAL 20 LB/CYL USP		1	Cylinder	Cylinder	\$17.67	\$7.10	
Air Liquide Healthcare	521-44	CARBON DIOXIDE MEDICAL 50 LB CYL (H) USP		1	Cylinder	Cylinder	\$18.50	\$11.45	
Air Liquide Healthcare	521-E	CARBON DIOXIDE MEDICAL 6 LB/CYL (E) USP		1	Cylinder	Cylinder	\$19.98	\$5.25	
Air Liquide Healthcare	522-44L	CARBON DIOXIDE MEDICAL 50 LB/CYL-SYPHON TUBE		1	Cylinder	Cylinder	\$39.56	\$13.25	
Air Liquide Healthcare	5S20-135LB	SG OXYLINE 2002 135LB/CYL		1	Cylinder	Cylinder	\$3759.00	\$1,167.39	
Air Liquide Healthcare	620-44	HELIUM 223 SCF/CYL (H)		1	Cylinder	Cylinder	\$117.69	\$36.55	
Air Liquide Healthcare	621-8	HELIUM MEDICAL 7SCF/CYL		1	Cylinder	Cylinder	\$26.11	\$4.59	
Air Liquide Healthcare	621-D	HELIUM MEDICAL 13SCF/CYL		1	Cylinder	Cylinder	\$14.78	\$4.59	
Air Liquide Healthcare	621-E	HELIUM MEDICAL 22SCF/CYL (E)		1	Cylinder	Cylinder	\$21.35	\$6.63	
Air Liquide Healthcare	621-44	HELIUM INDUSTRIAL 200 SCF CGA 580		1	Cylinder	Cylinder	\$21.35	\$6.50	

Air Liquide Price file		For Med Assets						
Manufacturer Name	Manufacturer Item Number	Item Description	Additional Item Description	UOM QTY 1	UOM Desc 1	Pricing UOM	List Price	Manu Price 2
Air Liquide Healthcare	625 44h	HELIUM UHP 6000 PSI		1	Cylinder	Cylinder	\$330.00	\$144.50
Air Liquide Healthcare	670-E	SG LASER GAS CO2 4.5% N2 13.5% /BAL HELIUM 225SCF/CYL (E)		1	Cylinder	Cylinder	\$256.18	\$79.56
Air Liquide Healthcare	676-44L+	HELIUM/OXYGEN MIXTURES (H) AS PRESCRIBED BY MD		1	Cylinder	Cylinder	\$144.18	\$45.57
Air Liquide Healthcare	761-160L	NITROGEN N.F. MEDICAL 160 LTR/22PSI LIQ-CYL		1	Cylinder	Cylinder	\$246.33	\$76.50
Air Liquide Healthcare	761-160H	NITROGEN N.F. MEDICAL 160 LTR/230PSI LIQ-CYL		1	Cylinder	Cylinder	\$246.33	\$76.50
Air Liquide Healthcare	761-160H+	NITROGEN N.F. MEDICAL 160 LTR/230PSI LIQ-CYL		1	Cylinder	Cylinder	\$246.33	\$76.50
Air Liquide Healthcare	761-180L	NITROGEN N.F. MEDICAL 180 LTR/22PSI LIQ-CYL		1	Cylinder	Cylinder	\$269.32	\$83.64
Air Liquide Healthcare	761-180H	NITROGEN N.F. MEDICAL 180 LTR/350PSI LIQ-CYL		1	Cylinder	Cylinder	\$269.32	\$83.64
Air Liquide Healthcare	761-220L	NITROGEN N.F. MEDICAL 230 LTR/22PSI LIQ-CYL		1	Cylinder	Cylinder	\$289.32	\$86.57
Air Liquide Healthcare	761-44+	NITROGEN N.F. MEDICAL 255 SCF/CYL (H)		1	Cylinder	Cylinder	\$14.84	\$5.10
Air Liquide Healthcare	761-49+	NITROGEN N.F. MEDICAL 304 SCF/CYL (T)		1	Cylinder	Cylinder	\$14.84	\$5.30
Air Liquide Healthcare	761-E	NITROGEN N.F. MEDICAL 23 SCF/CYL (E)		1	Cylinder	Cylinder	\$8.05	\$2.50
Air Liquide Healthcare	765-44	NITROGEN UHP 234 SCF/CYL (H)		1	Cylinder	Cylinder	\$135.65	\$42.13
Air Liquide Healthcare	981-13	NITROUS OXIDE MEDICAL 20 LB/CYL		1	Cylinder	Cylinder	\$72.26	\$22.44
Air Liquide Healthcare	981-48	NITROUS OXIDE MEDICAL 64 LB/CYL (T)		1	Cylinder	Cylinder	\$75.43	\$22.44
Air Liquide Healthcare	981-44	NITROUS OXIDE MEDICAL 56 LB/CYL (H)		1	Cylinder	Cylinder	\$111.55	\$42.50
Air Liquide Healthcare	981-E	NITROUS OXIDE MEDICAL 6 LB/CYL (E)		1	Cylinder	Cylinder	\$21.50	\$8.50
Air Liquide Healthcare	981-EAL	NITROUS OXIDE MEDICAL - ALUMINUM 6 LB/CYL (E)		1	Cylinder	Cylinder	\$20.03	\$6.22
Air Liquide Healthcare	981-NS BULK	NITROUS OXIDE USP BULK (LB UOM) LOT # _____		1	LB	LB	\$1.95	\$0.73
Air Liquide Healthcare	901-LB	OXYGEN USP BULK (LB UOM)		1	LB	LB	\$2.50	\$0.74
Air Liquide Healthcare	901-180H	OXYGEN MEDICAL USP LIQUID 180 LTR 230 PSI		1	Cylinder	Cylinder	\$240.56	\$81.34
Air Liquide Healthcare	901-180H+	OXYGEN MEDICAL USP LIQUID 180 LTR 350 PSI		1	Cylinder	Cylinder	\$240.56	\$81.34
Air Liquide Healthcare	901-230L	OXYGEN MEDICAL USP LIQUID 230 LTR 22PSI		1	Cylinder	Cylinder	\$234.43	\$81.34
Air Liquide Healthcare	901-44L+	OXYGEN MEDICAL 251 SCF/CYL (H) pricing includes all 02 cylinder sizes down to E cylinder		1	Cylinder	Cylinder	\$13.60	\$4.15
Air Liquide Healthcare	901-49L+	OXYGEN MEDICAL USP 300 CGA 540		1	Cylinder	Cylinder	\$14.01	\$4.15
Air Liquide Healthcare	901-M6 C/D	OXYGEN MEDICAL M6 CUSTOMER OWNED		1	Cylinder	Cylinder	\$14.50	\$2.00
Air Liquide Healthcare	901-E	OXYGEN MEDICAL 25 SCF/CYL (E) or smaller		1	Cylinder	Cylinder	\$11.56	\$2.00
Air Liquide Healthcare	901-EAL	OXYGEN MEDICAL 25 SCF/ALUMINUM CYL (E) MRI Safe Cylinder		1	Cylinder	Cylinder	\$11.56	\$2.00
Air Liquide Healthcare	901-EALC/O	OXYGEN MEDICAL EA CUSTOMER OWNED CGA 870		1	Cylinder	Cylinder	\$11.56	\$2.00
Air Liquide Healthcare	912-E	OXYGEN MEDICAL EZ-OX (E) (with built in regulator and flow meter, aluminum cylinder) 25 SCF/CYL		1	Cylinder	Cylinder	\$18.75	\$2.75

Air Liquide Price file									
Manufacturer Name	Manufacturer Item Number	Item Description	Additional Item Description	UOM QTY 1	UOM Desc 1	Pricing UOM	List Price	Manu Price 2	
Air Liquide Healthcare	914 EPLUS	OXYGEN MEDICAL EZ-OX PLUS (with built in regulator, flow meter, 50 psi takeoff, aluminum cylinder) 25 SCF/CYL Call for availability		1	Cylinder	Cylinder	\$19.75	\$2.75	
Air Liquide Healthcare	3190-44	SG ANAEROBIC MIXTURE CO2 5-10%/H2 5-10%/BAL N2 SIZE 44-CYL (H)		1	Cylinder	Cylinder	\$170.39	\$51.00	
Air Liquide Healthcare	3191-44	SG ANAEROBIC MIXTURE CO2 0-5%/H2 5-10%/BAL N2 CERT 44-CYL (H)		1	Cylinder	Cylinder	\$170.39	\$51.00	
Air Liquide Healthcare	3444-44	SG BLOOD GAS - CO2 5%/BAL AIR SIZE 44-CYL (H)		1	Cylinder	Cylinder	\$155.25	\$56.10	
Air Liquide Healthcare	3456-E	SG BLOOD GAS - CO2 1-50%/BAL OXYGEN CERT SIZE E-CYL		1	Cylinder	Cylinder	\$180.64	\$56.10	
Air Liquide Healthcare	3536-E	SG BLOOD GAS - CO2 5%/BAL OXYGEN SIZE E-CYL		1	Cylinder	Cylinder	\$180.64	\$55.10	
Air Liquide Healthcare	4903-44	SG LUNG DIFFUSION CO 0.3%/CH 0.3%/O2 21%/BAL N2 SIZE 44-CYL (H)		1	Cylinder	Cylinder	\$21.96	\$57.50	
Air Liquide Healthcare		<b>CYLINDER DEMURAGE / RENT</b>		1					
Air Liquide Healthcare		REGULAR C,D,E cylinders		1	Per Cyl	Per Day	\$0.45	\$ .075 day	
Air Liquide Healthcare	EZOX Rent	EZ OX Aluminum E cylinder with integrated regulator		1	Per Cyl	Per Day	\$0.45	\$ .14 day	
Air Liquide Healthcare	EZOXPlus Rent	EZ OXPLUS E cylinder with integrated regulator and 50 psi take off		1	Per Cyl	Per Day	0.50	\$ .14 day	
Air Liquide Healthcare	>100 of rental	All other regular compressed gas cylinders G, H, K, T		1	Per Cyl	Per Day	\$0.50	\$ .075 day	
Air Liquide Healthcare	180 180 Liquid Cyl Rent	VEL Cryo Liquid 180 and 180 liter		1	Per Cyl	Per Day	\$2.75	\$ .85 day	
Air Liquide Healthcare	230 Liquid Cyl Rent	VEL Cryo Liquid 230 liter		1	Per Cyl	Per Day	\$2.75	\$ .90 day	
Air Liquide Healthcare	UHP Rental	600T PSI Helium and Argon UHP Cylinders		1	Per Cyl	Per Day	\$2.75	\$ .35 day	
Air Liquide Healthcare	ZZZ Delivery < 25	CYLINDER DELIVERY FEE - Inside 25 miles as calculated on MapQuest from best Air Liquide source to member hospital address		1	Per Del	Per Del	\$95.00	\$10.00	
Air Liquide Healthcare	ZZZ Delivery > 25 to 50	CYLINDER DELIVERY FEE - 26-50 miles as calculated on MapQuest from best Air Liquide source to member hospital address		1	Per Del	Per Del	\$95.00	\$15.00	
Air Liquide Healthcare	ZZZ Delivery > 50	CYLINDER DELIVERY FEE - over 50 miles as calculated on MapQuest from best Air Liquide source to member hospital address. To be negotiated with member on a case by case basis.		1	Per Del	Per Del	case by case	case by case	
Air Liquide Healthcare		<b>Loss of Use</b>		1					
Air Liquide Healthcare		**Cylinder audits and loss of use, if any, negotiated annually.		1					
Air Liquide Healthcare		Small Cylinders (25cf E and below)		1	Per Cyl	Per Cyl	\$135.00	\$50.00	
Air Liquide Healthcare		Medium Cylinders (26 cf to 100 cf)		1	Per Cyl	Per Cyl	\$140.00	\$50.00	
Air Liquide Healthcare		Large Cylinders (101 cf and larger)		1	Per Cyl	Per Cyl	\$140.00	\$65.00	
Air Liquide Healthcare		Cryogenic Vessels (VGL's) 160, 180, 230 liter		1	Per Cyl	Per Cyl	\$2,300.00	\$2,300.00	
Air Liquide Healthcare		EZ-OX, EZ-OX Plus E cylinder with integrated regulator		1	Per Cyl	Per Cyl	\$150.00	\$150.00	