

**SERIAL 08113 IGA BULK OXYGEN AND CYLINDER GASES**

**DATE OF LAST REVISION: October 01, 2008**

**CONTRACT END DATE: February 28, 2010**

**CONTRACT PERIOD BEGINNING OCTOBER 01, 2008  
ENDING FEBRUARY 28, 2010**

**TO: All Departments**

**FROM: Department of Materials Management**

**SUBJECT: Contract for BULK OXYGEN AND CYLINDER GASES**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Broadlane Contract GA-211. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 4304801.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

<b>Supplier Name:</b>	AIRGAS INC	<b>Contract Desc:</b>	Agreement for Cylinder and Bulk Gas Products
<b>Contract Number:</b>	GA-211		
<b>Effective Dates:</b>	08/01/2004 to 02/28/2010		
<b>Contract Role:</b>	Manufacturing Contract (primary), Distribution Contract		
<b>Revision Status:</b>	Active	<b>Discipline:</b>	Non-Medical
<b>Revision Date:</b>	10/01/2008	<b>Program:</b>	Comprehensive
<b>Revision Number:</b>	5.00		
<b>Revision Desc:</b>	Update with Product/Pricing changes		
<b>Dual source:</b>	GB-169 (BOC GASES) (03/01/2003 - 02/28/2010)		

**Broadlane Contract Information**

<b>Key End Users</b>	Director of Environmental Services Director of Materials Management
<b>Agreement Type</b>	Non-Exclusive
<b>Eligibility - Classes of Trade</b>	All
<b>Eligibility Restrictions</b>	Tier 1 & Tier 2 - All Customers are eligible for these tiers Tier 3 - Tenet Centennial Only Continuum Health Partners is not eligible for participation under this agreement. They have a custom agreement with Welco-CGI Gas Technologies. It is Broadlane Custom Contract Number CH-007. Kaiser Permanente is not eligible for participation under this agreement. They have an agreement with Praxair.
<b>Contract Source Type</b>	Dual Source
<b>Attachments</b>	Exhibit G - Warranties Exhibit I - Airgas Office Locations and Contacts Exhibit J - Customer Commitment Form Exhibit K - Letter of Intent
<b>Supplier Contact:</b>	
<b>Broadlane Contact:</b>	Windy Mills Portfolio Manager windy.mills@broadlane.com

**Terms and Conditions**

<b>Distribution Type</b>	Direct: All Products are sold direct.
<b>Payment Terms</b>	Payments for products are due from customers within 30 days of receipt of the invoice.
<b>Return Goods Policy</b>	All claims by Broadlane customers related to any product sold or delivered by supplier (or not delivered) must be made in writing within 10 days after delivery (or after the product should have been delivered), and failure of customer to give written notice constitutes a complete defense of supplier against all claims. If product is of lesser purity than 99.0%, customer is entitled to receive a refund in price of the non-conforming product, or a replacement with product meeting an acceptable level of purity at no additional charge to customer.

<b>Supplier Name:</b>	AIRGAS INC	<b>Contract Desc:</b>	Agreement for Cylinder and Bulk Gas Products
<b>Contract Number:</b>	GA-211		
<b>Effective Dates:</b>	08/01/2004 to 02/28/2010		
<b>Contract Role:</b>	Manufacturing Contract (primary), Distribution Contract		
<b>Revision Status:</b>	Active	<b>Discipline:</b>	Non-Medical
<b>Revision Date:</b>	10/01/2008	<b>Program:</b>	Comprehensive
<b>Revision Number:</b>	5.00		
<b>Revision Desc:</b>	Update with Product/Pricing changes		
<b>Dual source:</b>	GB-169 (BOC GASES) (03/01/2003 - 02/28/2010)		

**Terms and Conditions**

**Price Protection Terms**

The prices for each of the Products that Supplier will offer for sale to Customers under this Agreement are set forth on Exhibit A-1 (price summary), Exhibit A-2 (guaranteed savings percentage), Exhibit A-3, (fixed pricing), and Exhibit A-4 (market price), are collectively referred to as Exhibit A. Supplier may propose an increase to the price of any Product set forth pursuant to this Section, but the price increase for any Product must not exceed the lesser of (a) the increase of the PPI for Industrial Gas Manufacturing (PCU32512-32512 at bls.gov) since the previous price increase or (b) 6% of the then-current price of the Product. Additional Price Increase Requirements If Supplier proposes a price increase, then Supplier (a) may propose new pricing only once during each twelve month period, and (b) must provide Broadlane with notice (including documentation of the increase in the PPI for Industrial Gas Manufacturing (PCU32512-32512 at bls.gov)) of the price increase at least 90 days prior to the effective date of the price increase.

**Delivery Terms**

Products must be delivered to customer or location specified by customer no more than 2 days after supplier's receipt of order. Customer must pay any additional expenses incurred by the supplier if the customer requests a specific delivery time. Customer must pay any delay costs incurred by the supplier if the supplier's delivery vehicle is denied access to the customer's storage equipment.

**Order Placement Instructions**

Customers may place purchase orders for products directly through supplier: 259 North Radnor-Chester Road Radnor, PA 19087-5283 Telephone: 800 255-2165 Fax: 610-225-3273 www.airgas.com There is a minimum order of 8 cylinders.

**Pricing and Services**

**Pricing** Price List

**Other Contract Details**

**Comments** Effective October 1, 2008, this Agreement has been amended to reflect the changes in the Terms and Conditions of the Agreement, and the replacement of Products with pricing.

**Additional Information** The original contract effective date with BOC (GB-169) was March 1, 2003. This contract is by way of partial assignment and will begin on 8/1/2004. Supplier will provide copies of all executed Customer Commitments to Broadlane. Loss of Use. Supplier must assist Customer to reduce its 'Loss of Use' (LOU) issues within Purchaser's facilities. The Airgas 'Cylinder Management Program' is a custom designed program based on each Purchaser's needs. Supplier shall assist and advise Customer in the 'Best Practices' for cylinder management to control assets and reduce losses. Regularly scheduled annual cylinder audits will also be required to identify problem areas or the potential for cylinder loss. Supplier shall assume 10% of any cylinder LOU during the term of the Customer Commitment when Customer implements an agreed upon 'Cylinder Management Program.'

<b>Supplier Name:</b>	AIRGAS INC	<b>Contract Desc:</b>	Agreement for Cylinder and Bulk Gas Products
<b>Contract Number:</b>	GA-211		
<b>Effective Dates:</b>	08/01/2004 to 02/28/2010		
<b>Contract Role:</b>	Manufacturing Contract (primary), Distribution Contract		
<b>Revision Status:</b>	Active	<b>Discipline:</b>	Non-Medical
<b>Revision Date:</b>	10/01/2008	<b>Program:</b>	Comprehensive
<b>Revision Number:</b>	5.00		
<b>Revision Desc:</b>	Update with Product/Pricing changes		
<b>Dual source:</b>	GB-169 (BOC GASES) (03/01/2003 - 02/28/2010)		

#### Agreement Rationale

##### Value Statement

Effective August 1, 2004, BOC sold their Cylinder Gas Products to Airgas. Broadlane executed the assignment letter to BOC Gases, A division of the BOC Group, Inc.(Notice of Partial Assignment and Request for Consent). Broadlane customers who utilized BOC for their Cylinder Products will now use Airgas, Inc.

##### About the Awarded Supplier

Airgas has the largest medical cylinder fleet in the U.S. With some 800 locations nationwide, including more than 150 medical gas fill plants, Airgas is everywhere you need them to be. The Airgas distribution fleet, including more than 2,500 delivery vehicles and more than 160 dedicated Airgas Medical trucks, means prompt, reliable delivery and more flexible scheduling options.

##### Supplier Information:

AIRGAS INC  
259 North Radnor-Chester Road, Suite 100  
Radnor, PA 19087-5283  
Ph: 800-255-2165 Fax: 610-225-3273  
[www.airgas.com](http://www.airgas.com)

**Exhibit A-1**  
**Bulk & Cylinder Products and Pricing**  
**(Price & Qualification Summary)**

**Products Covered: All Cylinder Gases and Bulk Products**

Bulk Products, Oxygen, Nitrogen and other cryogenic products available  
All Medical Cylinder Gases, Mixtures and Facility Maintenance Gases

- Cylinder Gases/ USP Gases
- Carbon Dioxide
- Nitrogen
- Nitrous Oxide

**Existing Broadlane Customer - Cylinders and Bulk Products**

Broadlane customers who have less than eighteen (18) months remaining on their Airgas Product Sale Agreement may move to the new Broadlane agreement and include Bulk Products \*.

Options:

- Maintain Current Pricing
- Execute a Product Sale Agreement - Select Price Option "A" - Guaranteed Savings
- Execute a Product Sale Agreement - Select Price Option "B" - Fixed Pricing
- Execute a Product Sale Agreement - Select Price Option "C" - Market Price
- Execute a Product Sale Agreement - Select Price Option "D" - Capitation

\* Bulk Products may be added to any existing cylinder agreement at any time, contract pricing and new contract term shall be negotiated.

**Existing Airgas Customer- Cylinder and Bulk Products**

Broadlane customers who have an existing Product Sale Agreement

If an existing Airgas Product Sale Agreement has eighteen (18) months or less remaining, customers may do the following:

Option:

- Execute a Product Sale Agreement - Maintain Current Pricing
- Execute a Product Sale Agreement - Select Price Option "A" - Guaranteed Savings
- Execute a Product Sale Agreement - Select Price Option "B" - Fixed Pricing
- Execute a Product Sale Agreement - Select Price Option "C" - Market Price
- Execute a Product Sale Agreement - Select Price Option "D" - Capitation

If existing Airgas agreement has more than eighteen (18) months remaining, customers may do the following:

Option:

- Execute a Product Sale Agreement - Maintain Current Pricing
- Execute a Product Sale Agreement - Receive 3% Reduction on Cylinder Gases and Cylinder Rentals
- Execute a Product Sale Agreement - Add Bulk Products to their existing Product Sale Agreement at contract pricing with a new contract term negotiated.

**New Airgas Customer - Cylinders and Bulk Products**

Broadlane customers who have executed a Product Sale Agreement, under the Broadlane agreement GA-211, between Airgas may negotiate pricing based on one of the following Options:

Option:

- Execute a Product Sale Agreement - Select Price Option "A" - Guaranteed Savings
- Execute a Product Sale Agreement - Select Price Option "B" - Fixed Pricing
- Execute a Product Sale Agreement - Select Price Option "C" - Market Price
- Execute a Product Sale Agreement - Select Price Option "D" - Capitation

\* Copies of any current contract cancellation letter will be requested.

**Customer Group**

Broadlane customers who start utilizing agreement on or after July 1, 2005 with an 80% Commitment and execute Exhibit K - Aggregated Agreement

Option:

- Execute a Letter of Intent - Exhibit K (If All Customer Facilities Conversion Date Vary)
- Execute a Product Sale Agreement - Select Price Option "A" - Guaranteed Savings
- Execute a Product Sale Agreement - Select Price Option "B" - Fixed Pricing
- Execute a Product Sale Agreement - Select Price Option "C" - Market Price
- Execute a Product Sale Agreement - Select Price Option "D" - Capitation

\* Copies of any current contract cancellation letter will be requested.

**Minimum Order - Cylinder Gases**

There is a minimum order requirement of eight (8) Cylinders

**Medical Mixes - Other Cylinder Gases and Bulk Products**

Pricing provided upon facility request

**Price Increases - as Approved by Broadlane**

Each member will receive 18 months of firm pricing from the start date of their LOC Agreement, 12 months with Capitation. On an annual basis, Airgas, Inc. may adjust pricing not to exceed the lesser of (a) 6% or (b) the average increase between the (i) Federal Diesel Fuel Index and (ii) CPI for Industrial Cylinder Gas Manufacturing

**Exhibit A-2**  
**Cylinder Gases & Bulk Products - Products and Pricing**  
**(Option A - Guaranteed Savings)**

<b>Guaranteed Savings Option Percent Reduction Bulk Products</b>	<b>Guaranteed Savings Option Percent Reduction Cylinder Gas</b>	<b>Guaranteed Savings Option Percent Reduction Cylinder Rental Fee</b>
--	---	--

Minimum Order is eight (8) Cylinders

<b>Existing Broadlane Customer</b> Broadlane customers who have less than eighteen (18) months remaining on their Airgas Product Sale Agreement may move to the new Broadlane agreement and include Bulk Products.			
Independent Facility	5%	5%	5%
Customer Group - Committed 80% of Facilities	8%	8%	8%

<b>Existing Airgas Customer</b> Airgas agreement has eighteen (18) months or less remaining on existing Product Sale Agreement			
Independent Facility	5%	5%	5%
Customer Group - Committed 80% of Facilities	8%	8%	8%
<b>Airgas agreement has eighteen (18) months or more remaining on existing Product Sale Agreement</b>			
Independent Facility	0%	3%	3%
Customer Group - Committed 80% of Facilities	0%	3%	3%

<b>New Airgas Customer</b> Execute a new Broadlane Product Sale Agreement, Exhibit J or K, under the Broadlane agreement for Cylinder Gases and/ or Bulk Products, copies of any current contract cancellation letters will be requested.			
--	--	--	--

Independent Facility	5%	5%	5%
Customer Group - Committed 80% of Facilities	8%	8%	8%

<b>Additional Cylinder Gas Charges</b>	
Distribution Fee - Airgas Owned Cylinders - per delivery	\$15.00
Distribution Fee - Member Owned Cylinders - per delivery	\$45.00
Hazmat Charge - Capped - per delivery	\$18.00
Out of Schedule Delivery - Capped - per delivery (Normal Business Hours - Monday - Friday)	\$50.00
Emergency Delivery - Capped - per delivery (After Hours, Saturdays, and Sundays)	\$125.00

**Medical Mixes - Other Cylinder Gases and Bulk Products**

Pricing provided upon facility request

**EXHIBIT A-3**

**Cylinder Gases and Bulk Products Pricing**

**Fixed Pricing Tiers**

**(Option B)**

**Member Monthly Cylinder Usage**

Mile Radius = 0 - 50 Miles

Tier 1 = 100 - 400 Cylinders Monthly

Tier 2 = 400 + Cylinders Monthly

**Minimum Order is eight (8)**

**Cylinders**

Description	Cylinder Size	Tier 1		Tier 2	
		2006/	2007	2006/	2007
USP Air Compressed	E Cylinder and Smaller	\$5.58		\$3.19	
USP Air Compressed	M Cylinder	\$7.39		\$3.56	
USP Air Compressed	H, K Cylinder	\$8.24		\$4.25	
USP Carbon Dioxide	E Cylinder and Smaller	\$8.78		\$3.72	
USP Carbon Dioxide	F (20 lb)	\$10.53		\$8.42	
USP Carbon Dioxide	G (56 lb)	\$16.32		\$12.36	
USP Carbon Dioxide	G (Siphon Tube)	\$18.24		\$13.83	
USP Carbon Dioxide	VGL (193 Liquid Liters)	\$72.31		\$48.20	
USP Helium (High Pure)	R (20cf) Cylinder	\$12.13		\$9.70	
USP Helium	E Cylinder and Smaller	\$12.07		\$8.76	
USP Helium	M Cylinder	\$25.64		\$20.61	
NF Nitrogen	E Cylinder and Smaller	\$5.37		\$2.98	
NF Nitrogen	M Cylinder	\$7.18		\$5.74	
NF Nitrogen	H, K Cylinder	\$6.86		\$4.25	
NF Nitrogen	T Cylinder	\$7.82		\$6.26	
Cryogenic, Liquid Nitrogen Low Pressure	VGL (188 Liquid Liters)	\$51.17		\$38.04	
USP Nitrous Oxide	E Cylinder and Smaller	\$10.43		\$8.34	
USP Nitrous Oxide	F (20 lb) Cylinder	\$19.41		\$15.53	
USP Nitrous Oxide	G ( 50 lb) Cylinder	\$43.86		\$34.04	
USP Nitrous Oxide	H ( 64 lb) Cylinder	\$51.60		\$41.28	
USP Nitrous Oxide	VGL (193 Liquid Liters)	\$309.57		\$247.76	
USP Oxygen	E Cylinder and Smaller	\$3.64		\$2.91	
USP Oxygen Walk-O2-bout	E Cylinder / built in Regulator	\$6.32		\$5.06	
USP Oxygen	M Cylinder	\$6.22		\$4.09	
USP Oxygen	H, K Cylinder	\$6.22		\$4.09	
USP Oxygen	T Cylinder	\$7.45		\$4.25	
USP Cryogenic Liquid Oxygen	VGL 180LT	\$57.23		\$44.41	

Carbon Dioxide Medical USP Liquid - 350PSIG - High Pressure	\$93.23	\$62.12
Nitrogen Medical Liquid NF - 022PSI - Low Pressure	\$78.12	\$53.02
Oxygen medical Liquid - 22PSIG - Low Pressure	\$70.12	\$46.78

Rental By Container Type			
Standard C, D, E, R, and F Steel Cylinders	Container Rental (Daily)	\$0.11	\$0.09
E Cylinder with Built in Regulator - WOB	Container Rental (Daily)	\$0.20	\$0.16
All G, H, K, J and T Cylinders	Container Rental (Daily)	\$0.14	\$0.11
VGL Cryogenic Liquid Containers - (160LT or 180LT) - All Gases	Container Rental (Daily)	\$1.49	\$1.19

Additional Charges		
Distribution Fee - Airgas Owned Cylinders - per delivery	\$15.00	\$15.00
Distribution Fee - Member Owned Cylinders - per delivery	\$45.00	\$45.00
Hazmat Charge -Capped - per delivery	\$18.00	\$18.00
Out of Schedule Delivery - Capped - per delivery (Normal Business Hours - Monday - Friday)	\$50.00	\$50.00
Emergency Delivery - Capped - per delivery (After Hours, Saturdays, and Sundays)	\$125.00	\$125.00

<b>Medical Mixes - All Inclusive</b>
Pricing provided upon facility request

**Airgas/Broadlane Bulk Products Base Pricing**

Airgas Bulk Product Description	Airgas Product Code	Bulk Equipment	Base Pricing
<b>Bulk Liquid Oxygen (USP)</b>			
Tank Size (0 to 499 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 500 gallon vessel	\$0.966
Tank Size (500 to 749 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 800 gallon vessel	\$0.909
Tank Size (750 to 999 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 900 gallon vessel	\$0.863

Tank Size (1000 to 1499 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 1,500 gallon vessel	\$0.726
Tank Size (1500 to 2999 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 3,000 gallon vessel	\$0.558
Tank Size (3000 to 5999 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 6,000 gallon vessel	\$0.463

**Airgas/Broadlane Bulk Products Base Pricing**

Airgas Bulk Product Description	Airgas Product Code	Bulk Equipment	Base Pricing
<b>Bulk Liquid Oxygen (USP)</b>			
Tank Size (6000 to 8999 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 9,000 gallon vessel	\$0.394
Tank Size (9000 to 10999 gallons)	OX USPBLK	Cryo. USP Oxygen bulk 10,000 gallon vessel	\$0.384
Tank Size (11000+ gallons)	OX USPBLK	Cryo. USP Oxygen bulk 11,000 gallon and above vessel	\$0.38
<b>Additional:</b>			
* Cartage charges from ASU Plant to Member Location may apply			
* Bulk Energy Surcharges - Direct Pass Through			
* Bulk Fuel Surcharges - Direct Pass Through			
<b>Bulk Liquid Nitrogen (NF)</b>			
Tank Size (0 to 499 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 500 gallon vessel	\$0.880
Tank Size (500 to 749 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 800 gallon vessel	\$0.851
Tank Size (750 to 999 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 900 gallon vessel	\$0.753
Tank Size (1000 to 1499 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 1,500 gallon vessel	\$0.645
Tank Size (1500 to 2999 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 3,000 gallon vessel	\$0.489
Tank Size (3000 to 5999 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 6,000 gallon vessel	\$0.430

Tank Size (6000 to 8999 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 9,000 gallon vessel	\$0.407
Tank Size (9000 to 10999 gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 10,000 gallon vessel	\$0.403
Tank Size (11000+ gallons)	NI NFBLK	Cryo. NF Nitrogen bulk 11,000 gallon vessel	\$0.398

**Additional:**

* Cartage charges from ASU Plant to Member Location may apply
* Bulk Energy Surcharges - Direct Pass Through
* Bulk Fuel Surcharges - Direct Pass Through

Bulk Storage Tank Fee (Monthly fee includes the primary storage tank, reserve tank for standard installation with associated required equipment)	Monthly Facility Fee's
Tank Sizes (<500 gallons)	\$600.00
Tank Sizes (900 gallons)	\$900.00
Tank Sizes (1500 gallons)	\$1,100.00
Tank Sizes (3000 gallons)	\$1,300.00
Tank Sizes (6,000 gallons)	\$1,400.00
Tank Sizes (9,000 gallons)	\$1,600.00
Tank Sizes (11,000 and larger gallons)	\$2,000.00

**Associated Charges**

Delivery Charge / per Bulk Delivery	\$35.00
Bulk Fuel surcharge / per Delivery	Direct Pass through
Bulk Energy surcharge / per Delivery	Direct Pass through
Bulk HazMat Charge per Delivery	\$10.00

**Exhibit A-4**  
**Cylinder Gas & Bulk Products - Pricing**  
**(Option C - Market Price)**

Meet Market Price Percent Reduction Bulk Products	Meet Market Price Percent Reduction Cylinder Gas	Meet Market Price Percent Reduction Cylinder Rental Fee
---	--	--

**Meet Market Price:**

Market Price is the amount equal to the price that a competitive vendor to Airgas, Inc. in a particular region has offered in writing to a particular Customer for Products substantially similar to Products.

Bulk Products also qualify: Cartage and other ancillary charges will apply based on local distribution and conditions.

Minimum Order is eight (8) Cylinders

<b>Existing Broadlane Customers</b>			
Broadlane customers who have less than eighteen (18) months remaining on their Airgas Product Sale Agreement may move to the new Broadlane agreement and include Bulk Products.			
Independent Facility	Available	Available	Available
Customer Group - Committed 80% of Facilities	Available	Available	Available

<b>Existing Airgas Customer</b>			
Airgas agreement has eighteen (18) months or less remaining on existing Product Sale Agreement			
Independent Facility	Available	Available	Available
Customer Group - Committed 80% of Facilities	Available	Available	Available
Airgas agreement has eighteen (18) months or more remaining on existing Product Sale Agreement *			
Independent Facility	Not Available/ *	Not Available	Not Available
Customer Group - Committed 80% of Facilities	Not Available/ *	Not Available	Not Available

\* Bulk Products may be added to any existing cylinder agreement at contract pricing and new contract term negotiated

**New Airgas Customer**

Execute a new Broadlane Product Sale Agreement, Exhibit J or K, under the Broadlane agreement for Cylinder Gases and/or Bulk Products, copies of any current contract cancellation letters will be required.

Independent Facility	Available	Available	Available
Customer Group - Committed 80% of Facilities	Available	Available	Available

**Additional Cylinder Gas Charges**

Distribution Fee - Airgas Owned Cylinders - per delivery	15.00
Distribution Fee - Member Owned Cylinders - per delivery	45.00
Hazmat Charge -Capped - per delivery	18.00
Out of Schedule Delivery - Capped - per delivery (Normal Business Hours - Monday - Friday)	50.00
Emergency Delivery - Capped - per delivery (After Hours, Saturdays, and Sundays)	125.00

**Medical Mixes - Other Cylinder Gases and Bulk Products**

Pricing provided upon facility request

Exhibit A-5

Capitation Terms and Conditions

(Option D)

1. Target: a minimum of 10 % Cost Reduction for all Medical Gases & Bulk Products and Related Ancillary Charges. Airgas-Puritan Medical Products will guarantee a 10 % Cost Reduction for all Medical Gas and Related Ancillary Charges to Broadlane Members who allow Airgas Puritan Medical professionals to conduct a complete cost evaluation of previous annual purchases and who are then accepted as Capitation customers. A letter of Confidentiality is customary when sharing confidential information. Capitation does not apply to Third Party Vendors unless all terms & conditions are accepted in writing by all parties.
2. Airgas Puritan Medical will present Broadlane Members with a single Consolidated Billing statement which shall be described as "Capitated Per Patient-Day".
3. Consolidated Billing Shall Include: Cylinder Gases, Bulk and Exleting Ancillary Charges such as Cylinder Rental, Bulk Facility Rental, Delivery, Hazardous Material/ Handling, Fuel & Energy Surcharges, Package Decontamination Charges and Other Itemized Charges found during the evaluation and based on the Adjusted Adult Patient Day Census of the member as reported. .
4. Quarterly Adjustments to the Per Patient-Day Rate correspond directly to changes in usage or changes in hospital census. Hospitals will report monthly adjusted patient day census totals by the 10<sup>th</sup> of the month following census.
5. Quarterly Rate Reviews will report any variances related to either usage or census.
6. Per Patient-Day Rates will not be adjusted if usage or census variances are within +/- Five (5) Percent of the agreed upon target set at the beginning of each 12-Month annual period.
7. Per Patient-Day Rate adjustments related to economic conditions will not change for the First 12 Months of any member's agreement, provided that Airgas Puritan Medical shall have the right to increase rates if operational and/ or raw material costs increase by more than 10% during any quarter or 5% during any Four (4) consecutive quarters.
8. After Initial 12 Month firm period, Per Patient-Day Rate Adjustments will not exceed the allowable annual increases approved by Broadlane, except as described in "Item 7" above.
9. Broadlane Member's commit to a Five (5) year GA-211 Product Sale Agreement, Bulk and/ or Cylinders in conjunction with this Capitation Rider.

_____ (Purchaser)	Airgas, Inc. _____ (Seller)
Accepted By: _____	Submitted by: _____ Date: _____
Title: _____ Date: _____	Accepted By: _____ Date: _____
	Title: _____



### Capitation Description Summary

1. Target a minimum of 10 % Cost Reduction for All Medical Gas and Related Ancillary Charges. Airgas Puritan Medical will guarantee a 10% Cost Reduction for all Medical Gas and Related Ancillary Charges to Broadlane Members who allow Airgas Puritan Medical professionals to conduct a complete spend evaluation and select Capitation as their service model. Third Party Suppliers may participate with written approval and compliance to all terms and conditions by all parties.

An Airgas Puritan Medical Products Professional will need to make an assessment of your current gas requirements and complete a Baseline Calculation Worksheet (BCW). Completion of the BCW will require copies or review of at least the prior twelve months of invoices for the purchase of all gas products and cylinder/ Facility rental along with their related ancillary charges, and the corresponding twelve months of patient day census information. Additionally, the Airgas representative will complete an on site walk-through of all facilities to validate the current supplier's cylinder inventory, assess bulk vessel sizing, and evaluate opportunities to reduce both costs and safety risks.

Member facilities will receive a copy of the BCW that will document at least Ten (10) percent savings on the existing total cost of all their medical gas purchases and related charges. The BCW will indicate a specific cost for each item identified in arriving at a total current gas cost. These item specific costs will be used as a reference point during quarterly variance reviews. Members will also receive a written implementation plan that will address any opportunities or issues uncovered during the walk-through process and assessment of current program.

Members may opt for just the guaranteed savings aspect of this contract with a standard invoice upon delivery process. This is perfectly acceptable. However, Airgas offers this once a month, risk-sharing, consolidated billing feature at no added expense to Broadlane Members.

### 2. Consolidated Billing - Capitated Per Patient-Day (PPD)

As indicated on the Baseline Calculation Worksheet, Broadlane Members will receive a Per Patient Day Rate that will be at least a ten (10%) percent savings of their current total gas expenditures. Members out of our immediate service area may not be able to participate in this program. Upon start up of the Capitated agreement, members will provide the billing month's patient day census information to Airgas by the tenth (10th) day of the following month. The previous month's patient day census along with the agreed upon Per Patient Day Rate (PPD) rate will be used for calculating the current month's consolidated bill. A single consolidated invoice will be mailed on by the fifteenth (15th) day of the billing month.

Example: If the agreed upon PPD rate is \$1.45, and the hospital's monthly patient day census is 1120 days, the consolidated invoice for all gases and related charges during the billing month would be \$1,637.10 as compared to the previous year's total monthly charge of \$1,819.00 (a savings of 10%).

Provision can be made for members who have existing contract requirements on some of their gas products. If the bulk oxygen is under contract for two more years, the Consolidated PPD process can be implemented for the cylinder gas purchases only. When implementation of the bulk oxygen takes place, the associated costs can be rolled into a new consolidated PPD rate.

3. Elimination of all Single Cylinder, Bulk and Existing Ancillary Charges. These Eliminated Charges include: Cylinder Rental, Bulk Facility Rental, Delivery, Hazardous Material Handling, Fuel Surcharges, and Package Decontamination Charges – all.

All the medical gas charges (either product or ancillary) will be encompassed in the consolidated PPD invoice.

4. Quarterly Rate Reviews will report any variances related to either usage or Census only.

The quarterly review will be submitted to the member for comparison of the actual quarterly usage of gases and corresponding hospital census to the previous year's quarterly usage and census. The review will serve to safeguard both the member and Airgas against unforeseen changes in procedures. An example might be adding a new hyperbaric chamber that would add new bulk oxygen volume at that facility. The review process should not take more than an hour each quarter, and, after several quarters of establishing a comfort level, may not be necessary each quarter.

5. Quarterly Adjustments to the Per Patient-Day Rate correspond directly to changes in usage or changes in Hospital Census.

Using the hyperbaric example from #4, Airgas would not back charge for the additional oxygen usage from the review quarter. Adjustments would be made on the PPD rate for the following quarter.

6. PPD Rates will not be adjusted if monthly usage or Census variances fall within +/- five percent of the agreed upon target.

This is the risk-sharing aspect of our agreement with Broadlane. If actual gas volume or actual census varies less than five percent either up or down, the Per Patient-Day Rate will remain unchanged for the next quarter. If it changes more than five percent either up or down, the PPD rate will be changed accordingly.

7. PPD Rate Adjustments related to economic conditions will not change for the first 12 Months of any Member's Agreement.

During the first twelve months of the member agreement, any changes in the Per Patient-Day Rate will depend solely on variance in gas volume, gas type, or hospital census.

8. After the initial 12 Months Firm, adjustments will not exceed the allowable Broadlane annual price increase. Airgas reserves the right during the term of the agreement to renegotiate rates with Broadlane and Broadlane Members if operational cost increases are documented at ten percent or more.

Beginning after the first twelve months of a member's five-year agreement, PPD Rate adjustments necessary due to unforeseen economic conditions will not exceed the approved annual increase percentage during a twelve month period. Examples of these unforeseen conditions are distribution (fuel) expenses, production (labor, energy) expenses, or manufacturing (raw material) expenses. Should any unforeseen conditions result in operational cost increases of ten (10) percent or more, Airgas may increase rates. Airgas must present clear documentation to Broadlane members for rate renegotiation purposes.

9. Broadlane Member's commit to a five year GA-211 Product Sale Agreement Exhibit J for Bulk and/ or Cylinders in conjunction with this Capitation Rider.



**"EXHIBIT J"**  
**BROADLANE CUSTOMER PRODUCT SALE AGREEMENT (PSA) GA211**  
**(CYLINDER GASES and BULK PRODUCTS)**

This Customer Product Sale Agreement (this "PSA") is made as of \_\_\_\_ of \_\_\_\_\_, 200\_ ("PSA Effective Date"), by and between Airgas, Inc., by and on behalf of its subsidiary and affiliate companies, ("AIRGAS" or "Supplier") and \_\_\_\_\_ ("Customer"), having a location or locations at \_\_\_\_\_ (the "Consuming Locations").

Broadlane, Inc. ("Broadlane") and AIRGAS entered into the Agreement, as amended, for Cylinder and Bulk Gas Products, effective August 1, 2004 ("Broadlane Agreement"). Pursuant to the Broadlane Agreement, AIRGAS agreed to provide Products to Customer pursuant to the terms of the Broadlane Agreement, which incorporates these terms and conditions.

Broadlane and AIRGAS desire to agree to specific terms and conditions applicable to Customer's participation, which are in addition to the terms and conditions of the Broadlane Agreement.

**NOW THEREFORE, for good and valuable consideration, including the mutual promises contained in the Broadlane Agreement, of which the adequacy and sufficiency are acknowledged, Broadlane and AIRGAS agree as follows:**

1. **PARTICIPATION.** Customer qualifies to participate in the Broadlane Agreement.
2. **TERM.** The term of the PSA is 5 years from the PSA Effective Date (the "Initial Term"), and will continue for 1 year terms (each, a "Renewal Term") thereafter until terminated by either party at the end of the Initial Term or any Renewal Term, as the case may be, upon 60 days' prior written notice. In the event that the Broadlane Agreement expires before the expiration of this PSA, the terms and conditions of the Broadlane Agreement will continue during the Initial Term or any Renewal Term of the PSA, as the case may be.
3. **PURCHASE AND SALE.** Customer may purchase its present and future cylinder and bulk gases product ("Product") requirements in liquid, gaseous or cryogenic form and in any size, blend or configuration (as defined below) for use at the Consuming Locations.
4. **DELIVERIES.** Basic delivery terms are listed in the Broadlane Agreement and state:

Products must be delivered to the Customer's place of business or any other location specified by Customer not more than 2 days after Supplier's receipt of the Customer's order for Product. All prices set forth on Exhibit A include shipping (all Product purchases are F.O.B. Destination). Customer's exclusive remedy for an unexcused failure on the part of Supplier to deliver Product to Customer when required is to obtain from Supplier at no charge, a quantity of Product equal to quantity that Supplier failed to deliver. Supplier will measure the Product at the time of delivery. Supplier will bill Customer in cubic feet of gas at 70° and one atmosphere pressure using standard conversion tables, as necessary.

If Customer requests a specific delivery time, Customer must pay any additional expenses incurred by Supplier as a result. If Supplier's delivery vehicle is denied access to Customer's storage equipment, Customer must pay any delay costs incurred by Supplier.

Deliveries made during a strike or other labor disturbance affecting Customer are at Customer's sole risk. Supplier shall use commercially reasonable efforts to assist any Customer in finding alternative acceptable sources for any Product that Supplier cannot deliver according to this guaranteed delivery time. The risk of loss of the Products does not pass to the Customer until the Customer accepts the Products."

AIRGAS' additional delivery terms and conditions are as follows:

As listed on Exhibit A of the Broadlane Agreement, Customer will be charged a distribution fee of \$15 per standard delivery for all rented cylinders and \$45 per standard delivery for all Customer-owned cylinders. Customers will be charged \$50 for each out of schedule cylinder delivery and \$125 for each emergency cylinder delivery.

AIRGAS or its representatives normally make all deliveries of Products and other items of sale on regular business days between the hours of 8:00 a.m. and 5:00 p.m.; however, bulk storage sites must be accessible for delivery by AIRGAS 24 hours per day. Products may be delivered at other hours, upon agreement of the parties. In the event Customer requests AIRGAS to deliver Products at hours other than between the hours of 8:00 a.m. and 5:00 p.m., AIRGAS must use its best efforts (but shall not be obligated) to honor that request and Customer must pay all additional expenses incurred by AIRGAS as a result of that delivery. Deliveries made during a strike or other labor disturbance affecting Customer shall be at Customer's sole risk. Customer hereby indemnifies AIRGAS from and against all costs, damages and losses ("Losses") arising out of any delivery where the Losses

incurred by AIRGAS are abnormal to the delivery costs associated with delivering Products and other items of Sale to Customer. With respect to bulk Product sold hereunder, AIRGAS is not obligated to make any delivery of Products when the subject tank is filled with less than seventy-five percent (75%) of the bulk tank.

**5. PRICE/PAYMENT.** The prices for the Products are set forth on Exhibit A of the Broadlane Agreement, and payment is net 30 days of the date of AIRGAS' invoice, plus interest at the highest rate permitted by law from due date until payment, if payment is made after it is due. In addition, Customer must pay all amounts invoiced by AIRGAS for rental cylinders and bulk facility fees pursuant to this Section 5. AIRGAS must hold the prices on Exhibit A of the Broadlane Agreement firm for the first 18 months of the Initial Term. After the first 18 months of the Initial Term or any Renewal Term, as the case may be, AIRGAS may, upon 90 days' prior written notice to Customer, increase the prices for the Products; provided, however, Supplier may not increase the price of the Products more than 6% annually.

Customer must reimburse AIRGAS for increases in cost of power or raw materials-used in the production of Products sold to Customer ("Raw Material Cost Increase") and increases in the cost of fuel required for the transportation and delivery of cylinder Products ("Fuel Cost Increase" and, together with Raw Material Increase, "General Cost Increases"). Regardless of anything to the contrary in this PSA, Customer is not required to reimburse AIRGAS for any General Cost Increase during the first year of the Initial Term. Furthermore, any General Cost Increases (i) may only be charged to Customer one time a year for each year after the first year of the Initial Term or any Renewal Term, as the case may be and (ii) will not to exceed 6% per cylinder. General Cost Increases for the transportation and production of bulk products will be invoiced to Customer as a direct pass-through fee.

AIRGAS hazmat charge will not exceed \$18 per delivery during the first year of this PSA. Any increases or changes in the hazmat charge will not constitute a General Cost Increase.

If Customer fails to pay any invoices when due, or if AIRGAS reasonably believes that Customer will be unable to make payments when due, AIRGAS may require the Customer to pay for deliveries of Product in advance and pay any outstanding indebtedness before AIRGAS makes any further deliveries. AIRGAS may apply towards the payment of any amount owed to AIRGAS any credit or amount which may be owed by AIRGAS to Customer.

**6. TAXES.** Any tax, assessment or excise imposed by any present or future law or by any governmental authority in connection with any Product sold or delivered, if paid, or to be paid by AIRGAS as the result of its performance under this PSA will be added to AIRGAS' billing and must be paid by Customer.

**7. WARRANTY/MAINTENANCE.** All Products must comply with AIRGAS' commercial standards of purity. Any quantity of Product shown by a recognized standard test to deviate from commercial standards of purity may be rejected by Customer, in its discretion, but AIRGAS reserves the right to confirm test results of all rejected Products. Cylinders rented by AIRGAS must be in test and in good operating condition. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND SAID DESCRIPTION OF PRODUCT OR WITH RESPECT TO CYLINDERS.

AIRGAS regional companies may be able to provide Cryogenic Technicians to help maintain Customer-owned bulk tanks and assets. Customers should contact the local Airgas region medical or bulk specialist for an evaluation of the bulk site, a review of Customer's maintenance expectations and timeline of services. Pricing will be quoted based on Customer requirements, schedule and travel, as necessary.

**8. CLAIMS.** All claims by Customer having anything to do with any Product delivered by AIRGAS (or not delivered) must be made, in writing, within 10 business days after Customer has knowledge of the incident or information giving rise to the claim. Failure by Customer to give notice pursuant to this Section 8 constitutes a complete defense for AIRGAS against all such claims.

Customer must notify AIRGAS, in writing, of any alleged inaccuracy in any AIRGAS records, such as Invoices and cylinder rental, bulk facility statements within 30 business days of the date of any alleged inaccuracy. If Customer fails to notify AIRGAS of any alleged inaccuracy pursuant to this Section 8, Customer will have waived its right to contest the accuracy of such record. Regardless of anything to the contrary, Customer is under no obligation to provide written notice of inaccuracies that are not reasonably discoverable within the 30 business day notice period, and thus, failure to give such notice of these inaccuracies does not constitute a waiver by Customer to contest the accuracy of such records.

**9. EXCUSED NON-PERFORMANCE.** Either party's performance of its obligations under this PSA (except the obligation to pay money when due) is subject to floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain power or fuel, machinery breakdown, abnormal demand, failure of normal sources of supply, restraints of government, or an other cause beyond that party's reasonable control. Deliveries must be made by AIRGAS from the plant normally serving Customer. If sufficient Product from such plant becomes unavailable for any reason, AIRGAS (i) may divide the available Products among its various customers and (ii) must exercise its best efforts to obtain replacement products from other sources, either within or separate from AIRGAS, on a temporary basis until sufficient Product is available. AIRGAS must promptly notify Customer of any Product shortage and Customer will have the right to decline any temporary replacement product. AIRGAS must reimburse to Customer any additional costs associated with any replacement product that Customer accepts.

**10. ALLOCATIONS OF RESPONSIBILITY.** Customer is responsible for testing each Product it receives to determine the (i) composition of the Product and (ii) the suitability of the Product for Customer's use. Regardless of anything to the contrary in this

Section 10, nothing will impair any right on the part of Customer to obtain a refund or replacement as provided in this Section 10 including, but not limited to, Customer's failure to test a Product or Customer's error in testing the Product.

**11. LIMITATION OF LIABILITY.** Except as set forth in Section IV. Confidentiality and Section V. Indemnification of Exhibit E of the Broadlane Agreement, neither party shall be liable to the other for any special, indirect, incidental or consequential damages under any circumstances, including any without limitation, consequential damages caused by or arising out of, in whole or in part, any negligent act or omission or related to strict liability.

Customer's exclusive remedy for each failure on the part of AIRGAS to deliver any Product to Customer when required, whether or not such failure was caused, in whole or part, by any negligence by AIRGAS, will be to recover from AIRGAS the difference between the cost to Customer for any substitute product for the Product that AIRGAS failed to deliver and the price of the Product as set forth on Exhibit A of the Broadlane Agreement.

Customer's exclusive remedy for each Product that fails to meet the commercial standards of purity, whether or not such failure was caused, in whole or part, by any negligence by AIRGAS, or could be the basis of a claim on the grounds of strict liability, will be to receive (i) a refund of the price of the Product, or (ii) a replacement of the Product that does meet the commercial standards of purity at no additional charge to Customer.

**12. RENTAL OF CYLINDERS.** All cylinders (other than those identified as non-returnable in Exhibit A of the Broadlane Agreement) are rented by AIRGAS to Customer and not sold. They are and will remain the sole property of AIRGAS and must be returned by the Customer to the AIRGAS facility designated on the shipping document, freight prepaid and with valves tightly closed and when empty, with Cylinder caps attached. AIRGAS' cylinders will be rented to the Customer and conditions of this PSA. Credit will not be given for residual Product in any cylinder.

The Customer will not permit AIRGAS' cylinders to be refilled with any gas, liquid, or solid and will not permit the use of oil, grease, or any other lubricant on cylinders, including its valves and fittings. The Customer is responsible for and must promptly pay for any loss or damage to cylinders, caps or valves caused by Customer. Customer must not move or permit cylinders to be moved from the Consuming Location. Customer must not loan or cede control of any cylinder to any third party without the prior written consent of AIRGAS and Customer must not alter any AIRGAS markings on any cylinder including, but not limited to, changing neck-rings or fittings.

All cylinders not returned to AIRGAS by Customer within 30 days after termination of this PSA will be considered lost and the Customer must promptly pay for each cylinder at the applicable rate then in effect. AIRGAS will have sole ownership of all cylinders Customer pays for to replace any lost AIRGAS cylinder. If Customer subsequently returns a lost AIRGAS cylinder to AIRGAS for which Customer has already paid for a replacement cylinder, AIRGAS must refund to Customer all amounts paid for the replacement cylinder, less the cost of any necessary repairs and current rental or demurrage rates then in effect for the period of time from 30 days after the termination of this PSA through the date of the return of the cylinder by Customer to AIRGAS.

Customer must comply with all rules, regulations and safety precautions relating to the use, storage, and handling of cylinders that are promulgated by the Compressed Gas Association, the U.S. Department of Transportation or any other government body or agency. AIRGAS has the right to inspect the Consuming Location during normal business hours to assure compliance by the Customer with the terms of this paragraph.

**13. EQUIPMENT.** In the event that AIRGAS or its representative installs any gas or liquid storage tanks and related equipment ("Equipment") at Customer's facility for storage of Products, AIRGAS will invoice Customer, and Customer must pay, for (i) that installation at AIRGAS' standard rates and (ii) AIRGAS' standard rigging costs associated with the Equipment installation. AIRGAS must ensure that the Equipment is maintained in good repair and operation. If Customer provides its own equipment, then AIRGAS has no obligation to maintain that equipment. Customer has no ownership interest in the Equipment and must keep the Equipment free of any liens. Customer must pay AIRGAS' standard freight charges for the Equipment, FOB AIRGAS' plant or shipping point of the Equipment. Customer is responsible for payment of, or, if AIRGAS makes payment, Customer must reimburse AIRGAS for, all costs arising out of Site conditions requiring additional labor or other costs incurred by AIRGAS for any installation.

**14. SITE REQUIREMENTS.** Customer must promptly furnish an accessible, secure location ("Site") for AIRGAS' Equipment at each of its facilities to enable suitable delivery and storage of Products, including foundation, lighting, fences, pipes and other preparation and equipment required for the safe distribution of Products to the Site. The Customer must also provide at the Site and at Customer's cost, all electricity or other utilities including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site.

**15. ACCESS.** Customer and authorized representatives of Customer, AIRGAS and AIRGAS' representatives will have access to the Site at all times, but Customer must deny access to all others. Customer must not alter, adjust or repair any Equipment installed by AIRGAS at Site, without prior consent from AIRGAS. Customer is responsible for any loss of or damage to Equipment except to the extent that the loss or damage is a result of AIRGAS' negligence.

**16. EQUIPMENT CHANGE.** If, in the sole judgment of AIRGAS, any Equipment installed by AIRGAS becomes inadequate including, without limitation, because of a substantial change in Customer's requirements of Product, AIRGAS has the right, at its own expense, to substitute a different size or type of Equipment. AIRGAS has the right to remove Equipment it installed within 90 days after the expiration or termination of this PSA. Customer's obligation with respect to loss of or damage to Equipment will

remain in full force and effect until (i) AIRGAS removes the Equipment or (ii) 90 days after the expiration of this PSA, whichever occurs sooner. This PSA covers all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels, bulk storage vessels to on-site generation, or any combination of the preceding

**17. REMOVAL.** Customer may require AIRGAS to remove any of its Equipment from the Site prior to the end of the Initial Term or any Renewal Term, as the case may be, by paying to AIRGAS a removal fee. No such removal shall affect Customer's obligation to purchase its requirements for Products from AIRGAS. Upon termination of this PSA and removal of the Equipment by AIRGAS, Customer shall pay a removal fee only.

**18. COMPLIANCE.** Customer must comply with all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. section 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 supplied under this PSA. Furthermore, Customer to warn and protect its employees and others exposed to the hazards posed by the Customer's storage and use of the Product.

**19. ITEMIZED CHARGES:** a) The total amount due from the Customer must include various itemized charges, including, but not limited to, charges for the handling of hazardous materials, delivery, and shipping and charges for energy or fuel. None of the charges represent a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by the AIRGAS. AIRGAS has not specifically quantified the relationship between the charges and the actual costs associated with the charges, which can vary by product, service, time and place, among other things. b) However, the charges to Customer will not vary from what is listed on Exhibit A.

**20. CONTRACTUAL.** This PSA, along with the Broadlane Agreement, constitutes the entire agreements between AIRGAS and Customer relating to the purchase and sale of Products and rental of cylinders at the Consuming Location. No change, modification, discharge, waiver of or addition to any of provisions of this PSA will be binding upon AIRGAS or Customer, unless set forth in writing and executed by duly authorized representative of AIRGAS and Customer respectively. Furthermore, no change, modification, discharge or waiver of or addition to any of provisions of this PSA will be effected by any acknowledgment or acceptance by AIRGAS of any purchase order, acknowledgment or other form submitted by Customer specifying delivery dates, quantities or locations and also containing different or additional provisions. This PSA will inure to the benefit of AIRGAS and Customer and their respective successors and assigns.

Customer may, from time to time, use purchase orders, acknowledgments or other instruments to order, acknowledge or specify delivery times, quantities or other similar specific matters concerning the Products, bulk vessels and cylinders or relating to performance pursuant to this PSA, but, except as set forth the preceding paragraph of this Section 20, those instruments will not add to or otherwise amend or modify any provision of this PSA, even if signed or accepted on behalf of AIRGAS with or without qualification.

**21. PRICES:** The following Initial Product prices, Cylinder rental and Bulk Facility rates are:

PRODUCTS	CUSTOMER'S CURRENT COST	Selection of Pricing OPTION 1,2,3 or 4	NEW COST
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**22. Customer Facilities and Affiliated Locations:** Attach separate spreadsheet to this document.

AIRGAS, at any time during the Initial Term or any Renewal Term, may request an immediate "Extraordinary Price Increase" to Customer, but only after (i) AIRGAS notifies Broadlane when any specific line item or raw product cost increases over 10%, (ii) Supplier provides Broadlane with published documentation to substantiate the specific line item or raw product cost increase, (iii) new pricing is negotiated with Broadlane, and (iv) Supplier gives 30 days' written notice to Customer of the newly negotiated pricing.

The undersigned duly authorized representatives of the parties have executed this Agreement as of the date written below.

\_\_\_\_\_ (Customer)

**Airgas, Inc., by and on behalf of its subsidiary and  
affiliate companies, acting through their Airgas  
Puritan Medical Units**

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

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

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

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

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

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

Submitted by: \_\_\_\_\_