

**PURCHASE AGREEMENT**  
**Cooperative Services of Florida, Inc.**  
(Comprehensive Form)

**PRODUCT CATEGORY:**      Medical Gas Cylinders

**CSF:**                      Cooperative Services of Florida, Inc., a Florida not for profit corporation ("CSF")  
  
2727 Winkler Avenue, Fort Myers, Florida 33901 ("CSF Address")

**VENDOR:**            LifeGas, a division of Linde Gas North America LLC ("Vendor")  
  
6600 Peachtree-Dunwoody Road, Embassy Row 400, Atlanta, GA 30328  
("Vendor Address")

**THIS AGREEMENT** (this "Agreement") is made effective as of the 1<sup>st</sup> day of November, 2016 (the "Effective Date") by and between CSF and Vendor.

**ARTICLE 1: RECITALS**

1.1 CSF warrants that it is a group purchasing organization (a "GPO") which negotiates vendor agreements ("GPO Agreements") on behalf of its members (the "GPO Members"), in accordance with Title 42, Chapter V, Section 1001.952(j) of the Code of Federal Regulations (the "GPO Safe Harbor"). CSF has a written agreement (a "Member Agreement") with each of the GPO Members, the Member Agreement authorizes CSF to act as a purchasing agent for the GPO Member, and the Member Agreement specifies the maximum amount CSF will be paid by each participating vendor (the "Administrative Fees"). Because many of the GPO Members are health care providers, CSF discloses to each GPO Member at least annually (the "Annual Notice"), and to the Secretary of Health and Human Services upon request, the amount received by CSF from each vendor with respect to purchases made by or on behalf of the GPO Member. A list of the participating GPO Members and their respective facilities is attached as Exhibit A (the "Participating Member and Facility List"), which may be updated by CSF from time to time with Vendor's consent.

1.2 Additionally, CSF warrants that it is a Florida not for profit corporation controlled by the Lee Memorial Health Care System, the Sarasota Memorial Health Care System (through Community Health Corporation), Central Florida Health Alliance, Inc., and the Health Care Authority of the City of Huntsville (the "Controlling GPO Members"). The Controlling GPO Members are neither wholly-owned by CSF nor subsidiaries of a parent corporation that wholly owns CSF. CSF is taxed as a non-exempt Subchapter T cooperative, and distributes all net income (after payment of reasonable overhead) to the Controlling GPO Members based on the purchase volume of the Controlling GPO Members with CSF (the "Subchapter T Distributions").

1.3 In accordance with Title 42, Chapter V, Section 1001.952(h) of the Code of Federal Regulations (the "Discount Safe Harbor"), CSF informs each GPO Member in the Member Agreement and in the Annual Notice of its obligations to report discounts arising pursuant to the GPO Agreements (including Subchapter T Distributions) and certain other information upon request. CSF also refrains from doing anything that would impede the GPO Member's ability to meet its reporting obligations.

1.4 Vendor desires to provide the items or services listed on Exhibit B (the "Products or Services") to the GPO Members pursuant to the terms and conditions of this Agreement, including the terms and conditions set forth in Exhibit F (Medical Gases Agreement) and Exhibit G (Cylinder Rider), both

EW

of which are incorporated herein as reference documents. Exhibit B identifies the manufacturer or supplier of the Products or Services if other than Vendor.

**NOW, THEREFORE**, in consideration of the mutual representations, agreements, and covenants contained herein, the parties hereby agree as follows:

## **ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.**

The recitals are hereby incorporated into this Agreement. The parties agree that any referenced exhibits, schedules, documents, or instruments are hereby incorporated into this Agreement.

## **ARTICLE 3: GENERAL COVENANTS**

3.1 Compliance Representation. Both parties shall adhere to all applicable Federal, state, and local laws, rules, and regulations. Vendor shall cause the Products and Services to comply with all laws.

3.2 Federal Health Care Program Exclusion. Vendor's owners, officers, and employees are not sanctioned individuals or companies. Vendor has not been listed by any federal agency as barred, excluded, or otherwise ineligible for participation in any federally-funded health care program.

3.3 Medicare Cost Certification. To the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, Vendor shall make available to the Secretary this Agreement, and the books, documents, and records of Vendor (collectively, the "Records") that are necessary to certify the nature and extent of costs incurred by the GPO Members. The Records shall be available until the expiration of four years after the furnishing of Products or Services under this Agreement. Vendor shall have a similar provision in all subcontracts, if any, for providing Products or Services under this Agreement.

3.4 Purchase Level Commitment. CSF's Purchase Level Commitment for this Agreement for the benefit of Vendor is 90%. If any individual GPO Member breaches the Purchase Level Commitment, such GPO Member will be denied access to the pricing and other benefits contained in this Agreement without the prior written approval of Vendor. To the extent there is a Purchase Level Commitment under this Agreement, the parties acknowledge and agree that certain GPO Members, which are so identified in Exhibit A, may be excluded from the Purchase Level Commitment but will still be able to access the pricing and other benefits contained in this Agreement.

3.5 Line Item Pricing. The price and rental charges per Products or Services are listed in Exhibit B. Such price and rental charges shall be applicable to all GPO Members and shall be fixed for the first 12 month period starting on the Effective Date. On and after the first anniversary of the Effective Date, once every 12-month period, Vendor may increase any prices and rental charges by giving CSF a notice ("Revision Notice") that states the terms of the increase, at least 15 days before the effective date of the increase; provided, however, that the price or rental charge increase may not exceed 2.5% of the prices or rental charges (as the case may be) for the preceding 12-month period. Vendor shall invoice GPO Members directly, and GPO Members are solely responsible for payment of such invoices.

3.6 Return Goods and Product Recall Policies. Vendor's return goods and product recall policies are included in Exhibit C.

3.7 Additional Terms and Conditions. Additional terms and conditions are included in Exhibit D.

3.8 Administrative Fees. Vendor shall pay CSF an Administrative Fee calculated based on the purchases made by the GPO Members pursuant to this Agreement as specified in Exhibit E. Vendor shall calculate and pay Administrative Fees on a quarterly basis within 45 days of the end of each quarter. Vendor shall also include any other incentives (including additional volume incentives, large per-order incentives, etc.) or value-added enhancements, if any, as specified in Exhibit E.

EW

3.9 Failure to Supply Products or Services. Intentionally Omitted.

3.10 Distribution. CSF's preferred distributor for the Products is LeeSar Regional Service Center ("LeeSar"). LeeSar is an affiliate of CSF, and is controlled by the Controlling GPO Members (except for the Health Care Authority of the City of Huntsville). Purchases made by LeeSar from Vendor that are distributed to GPO Members shall constitute purchases by such GPO Members for purposes of this Agreement. If Vendor wishes to use LeeSar for the distribution of the Products, the terms and conditions of the distribution of the Products by LeeSar shall be as set forth in a separate distribution agreement (and LeeSar's standard agreement is available on request).

3.11 Vendor Liability Insurance.

Vendor shall maintain the following insurance coverage on an occurrence basis.

Type of Coverage	Limits
General Liability	
General Aggregate	\$2 million
Products – completed operations aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million
Fire Damage (any one fire)	\$1 million
Automobile Liability	\$1 million
Workers Compensation	Statutory

Vendor will provide CSF with reasonable evidence of insurance upon request

#### ARTICLE 4

4.1 Non-disclosure. Each party shall not use or disclose to any unauthorized person any confidential or proprietary information relating to the business or affairs of the other party, except pursuant to the express written consent of the other party, court order, or as required by law. Notwithstanding the foregoing, CSF shall have the right to disclose all pertinent information regarding this Agreement, including but not limited to pricing information, to the GPO Members, pricing consultants, GPO Members' or CSF's attorneys or auditors, and as part of pricing surveys. Additionally, because many of the Controlling GPO Members are governmental entities, CSF complies with Florida's public record laws which may require the disclosure of information to the public upon request.

4.2 Implementation Plan. To the extent this Agreement involves extensive implementation activities, the parties shall abide by such plan to the extent that the parties agree upon such implementation plan before the Effective Date.

4.3 Circumvention. During the term of this Agreement, Vendor shall only sell, market, or price the Products or Services to the GPO Members pursuant to the terms of this Agreement and shall deal exclusively with CSF for such purposes as agent for the GPO Members. However, Vendor may continue to perform under any contract entered into between Vendor and a GPO Member before the Effective Date.

4.4 Clinical Acceptability and Technological Advancements. Intentionally Omitted.

4.5 Market Erosion and Best Available Pricing. Intentionally Omitted.

4.6 Own Use. The GPO Members shall acquire the Products or Services for their own use, and shall not resell such Products or Services.

EW

## ARTICLE 5: INDEPENDENT CONTRACTOR

Each party shall be regarded as an independent contractor for all purposes, including, without limitation, income tax and employment tax purposes, and shall represent such status to third parties. Neither party shall withhold any portion of the other's compensation for income, employment, or other tax purposes. Neither party shall provide health, workman's compensation, or unemployment insurance, or any other benefits to the other. This Agreement shall not make either party an agent, employee, partner, or joint venturer of or with the other, and neither party shall bind or transact business in the other's name, or make representations or commitments on the other's behalf without prior written approval.

## ARTICLE 6: TERM AND TERMINATION

6.1 Term. Unless earlier terminated, this Agreement shall be for a term of five (5) year(s), beginning on the Effective Date. This Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice to the other party of its intention to terminate at least 90 days prior to the expiration of the then current term.

6.2 Termination by Notice. After the third anniversary of the Effective Date, either party may terminate this Agreement with or without cause by delivering to the other party written notice of its intention to terminate, not less than 180 calendar days before the termination date, which notice must include the termination date.

6.3 Termination upon Breach. In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 30 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party.

6.4 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality, indemnification, and noncompetition. To be clear, the expiration or termination of this Agreement has no effect upon any product supply agreement between Vendor and a GPO Member, which is entered into in contemplation of this Agreement after the Effective Date.

6.5 Payments upon Termination. If this Agreement is terminated for any reason, Vendor shall pay to CSF accrued but unpaid amounts through the date of termination. CSF shall repay to Vendor any unearned discounts or other remuneration, if any. Such payment shall be in full and complete discharge of any and all liabilities or obligations of CSF to Vendor under this Agreement, and Vendor shall be entitled to no further benefits under this Agreement, notwithstanding any other provision of this Agreement to the contrary.

## ARTICLE 7: STANDARD PROVISIONS

7.1 Remedies. In the event of a breach of this Agreement, the parties acknowledge that the injury to the other party would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.

7.2 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations including, without limitation, 42 U.S.C. § 1320a-7b(b) (the "Federal Anti-Kickback Law"). Each party shall use best

EW

efforts to comply with any applicable safe harbors to the Federal Anti-Kickback Law or similar laws (including Stark, etc.).

7.3 Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services or purchased items.

7.4 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to Vendor, to:

LifeGas, a division of Linde Gas North America LLC  
6600 Peachtree-Dunwoody Road, Embassy Row 400  
Atlanta, GA 30328

If to CSF, to:

Cooperative Services of Florida, Inc.  
2727 Winkler Avenue  
Fort Myers, Florida 33901  
Attention: Rita Lee

with a copy to:

Williams, Parker, Harrison, Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236  
Attention: Zach B. Buffington

7.5 Indemnification. Vendor shall: (1) indemnify CSF and its employees (together the "CSF Indemnitees") for any payment that the CSF Indemnitees are required to make to a third party, and (2) defend the CSF Indemnitees from any claim that is brought by a third party against the CSF Indemnitees, but only to the extent that the third party claim results from Vendor's negligence or other tortious acts in connection with the products sold, or the services rendered, by Vendor. To be clear, this undertaking may not be construed to require Vendor to indemnify the CSF Indemnitees for any loss, or defend any claim, because of damages, arising out of or caused by the CSF Indemnitees' (1) negligence, gross negligence, or other tortious conduct; (2) breach of contract; or (3) violation of law.

In all events, Vendor's obligations to indemnify and defend the CSF Indemnitees are conditioned upon and subject to the CSF Indemnitees: (1) giving Vendor reasonable prompt written notice of the claim; (2) giving Vendor sole control over the defense of the claim; (3) not committing an act that materially prejudices the defense of the claim; and (4) providing Vendor with all reasonable information and assistance necessary to defend the claim.

7.6 Amendment. No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

7.7 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party

EW



hereto without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement to an entity controlling, controlled by, or under common control with the assignor, without the other party's consent.

7.8 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

7.9 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

7.10 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

7.12 Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

7.13 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

7.14 Prevailing Party Entitled to Attorneys' Fees and Costs. Intentionally Omitted.

7.15 Waiver of Compliance. Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

7.16 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or in the United States District Court for the Middle District of Florida.

7.17 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

7.18 Force Majeure. Vendor shall not be responsible for a failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond Vendor's reasonable control, including without limitation, governmental interference or orders, fire, flood, accident, war, an act of terrorism, the failure of a commercial delivery service or the United States Postal Service to timely deliver documents or packages, and an act of God. Vendor shall use reasonable efforts to remedy such circumstances as soon as possible.


7.19 Authority. CSF represents to Vendor that: (1) each GPO Member that is described in the CSF Purchase Agreement with respect to a specific location is a member of CSF; (2) the person signing this CSF Purchase Agreement on behalf of CSF has the authority to bind each such GPO Member to the

EW

terms of the CSF Purchase Agreement as though such person is an officer of each of the GPO Members; and (3) each GPO Member identified in this CSF Purchase Agreement is legally bound upon the signature of CSF and Vendor.

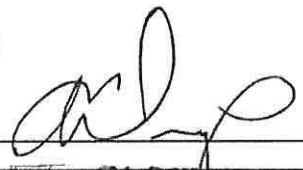
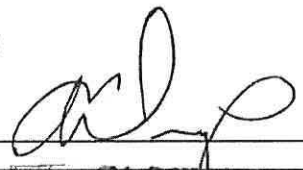
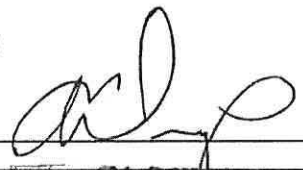
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed on the day and year first above written.

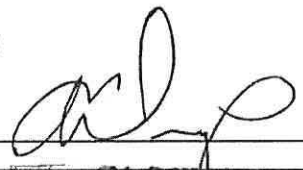
**CSF**

By:   
Name: Robert A. Simpson  
Title: President and CEO

 9/1/16  
Date

**VENDOR**

By:   
Name:   
Title:   
Head of Healthcare Sales, Americas

 9/27/16  
Date

**EXHIBIT A**  
**Participating Member and Facility List**

<b>Lee Memorial Health System (EIN: 59-0714812)</b>	
<b>PARTICIPANT OF COMMITMENT- YES</b>	
Lee Memorial Hospital 2776 Cleveland Avenue Ft. Myers, FL 33901	HealthPark Medical Center 9981 HealthPark Circle Ft Myers, FL 33908
The Children's Hospital of Southwest Florida 9981 HealthPark Circle Ft. Myers, FL 33908	Gulf Coast Medical Center Lee Memorial Health System 13681 Doctor's Way Fort Myers, FL 33912
Lee Memorial Hospital Outpatient Surgery Center 8960 Colonial Center Drive Fort Myers, FL 33905	Regional Cancer Center Pharmacy 8931 Colonial Center Drive Fort Myers, FL 33905
The Rehabilitation Hospital 2776 Cleveland Avenue Ft. Myers, FL 33901	Lee Memorial Health System Radiology 12600 Creekside Lane Fort Myers, FL 33919
Lee Memorial Health System Employee Pharmacy 636 Del Prado Boulevard Cape Coral, FL 33990	Lee Memorial Health System Radiology 16281 Bass Road Fort Myers, FL 33908
Advanced Heart Center 14051 Metropolis Ave. Ft. Myers, FL 33912	Access Infusion 11220-31 Metro Parkway Fort Myers, FL 33908
Lee Memorial Surgery Center Sanctuary 8970 Colonial Center Drive Ft. Myers, FL 33905	

**Physicians/Clinics (60) locations –upon request specific locations provided**

<b>Cape Memorial Hospital, Inc.</b> <b>(EIN: 65-0666516)</b>	<b>HealthPark Care Center, Inc.</b> <b>(EIN: 65-0319983)</b>	<b>Lee Memorial Home Health, Inc.</b> <b>(EIN: 59-2186101)</b>
<b>PARTICIPANT OF COMMITMENT - YES</b>		
Cape Coral Hospital 636 Del Prado Boulevard Cape Coral, FL 33990	HealthPark Care Center 16131 Roserush Court Ft. Myers, FL 33908	Lee Memorial Home Health 2776 Cleveland Avenue Ft. Myers, FL 33901

<b>Sarasota County Public Hospital District d/b/a (EIN: 59-6012500)</b>	
<b>PARTICIPANT OF COMMITMENT - YES</b>	
Sarasota Memorial Hospital 1700 S. Tamiami Trail Sarasota, FL 34239	Bayside Center for Behavioral Health 1650 S. Osprey Avenue Sarasota, FL 34239
Waldemere Medical Plaza 1921 Waldemere Street Sarasota, FL 34239	Sarasota Memorial Care Center Bee Ridge, 5682 Bee Ridge Road Sarasota, FL 34239
Community Medical Clinic 1700 So. Tamiami Trail Sarasota, FL 34239	North Port After-Hours Care Center North Port Clinic Shoppes 14999 Tamiami Trail North Port, FL 34287
Outpatient Imaging/Breast Health Center FDA Certified Mammography Facility Waldemere Medical Plaza 1921 Waldemere Street Sarasota, FL 3423	Women's Diagnostic Center FDA Certified Mammography Facility 1801 Arlington Street Sarasota, FL 34239

*EW*



<b>Sarasota County Public Hospital District d/b/a (EIN: 59-6012500)</b>	
<b>PARTICIPANT OF COMMITMENT - YES</b>	
Sarasota Memorial Hospital Health Care 6075 Rand Boulevard, Suite 2 Sarasota, FL 34238	BlackBurn Point Pain Care 929 South Tamiami Trail Osprey, FL 34229-0000
Sarasota Memorial Eastgate Rehabilitation Services 943 So. Beneva Road Sarasota, FL 34232	Sarasota Memorial Gulfgate Rehabilitation Services 6130-A Tamiami Trail Sarasota, FL 34231
Sarasota Memorial Southgate Rehabilitation Services 3530 So. Tamiami Trail Sarasota, FL 34239	Sports Medicine Center at Sarasota Memorial Hospital 4937 Clark Road Sarasota, FL 34233
Sports Medicine Center at The Evalyn Sadler Jones Sarasota Family YMCA 8301 Potter Park Drive Sarasota, FL 34238	Sarasota Memorial Lakeside Terrace Skilled Nursing Center 5640 Rand Boulevard Sarasota, FL 34238
Sarasota Memorial Hospital Walk In Clinic 6130 S. Tamiami Trail Sarasota, FL 34231	Pain Care Center of Sarasota Memorial Health Care At Gulf Gate 5880 Rand Blvd., Suit 206 Sarasota, FL 34238
Sarasota Memorial Ambulatory Care Heritage Harbour 1040 River Heritage Blvd Bradenton, FL 34212-6348	North Port Medical Plaza 2345 Bobcat Village Center Road North Port, FL 34288
Sarasota Memorial Hospital Walk In Center 2401 University Pkwy Ste. 105 Sarasota, FL 34243	The Cape Outpatient Surgery Center 941 Waldemere Street Sarasota, FL 34239

<b>Healthcare Authority of Athens and Limestone County d/b/a (EIN: 63-6002175)</b>		<b>Colbert County N.W. Alabama Healthcare Authority d/b/a (EIN: 63-0288825)</b>
<b>PARTICIPANT OF COMMITMENT - NO</b>		
Athens-Limestone Hospital 700 West Market Street Athens, AL 35611	Helen Keller Hospital 1300 South Montgomery Avenue Sheffield, AL 35660	Red Bay Hospital 211 Hospital Road Red Bay, AL 35582

<b>Marshall Health System d/b/a (EIN: 63-6004458)</b>	
<b>PARTICIPANT OF COMMITMENT - NO</b>	
Marshall Medical Center South 2505 US Highway 431 Boaz, AL 35957	Marshall Medical Center North 8000 AL Highway 69 Guntersville, AL 35976

<b>Decatur Morgan Hospital (EIN: 63-6000260)</b>	
<b>PARTICIPANT OF COMMITMENT - NO</b>	
Decatur Morgan Hospital 1201 Seventh Street SE Decatur, AL 35601	Decatur General West 2205 Beltline RD SW Decatur, AL 35609
Decatur General Oncology Center 1312 Seventh Street SE Decatur, AL 35601	

<b>Surgery Center of Decatur (EIN: )</b>
<b>PARTICIPANT OF COMMITMENT - YES</b>

EW

Surgery Center of Decatur  
1122 14<sup>th</sup> Avenue SE  
Decatur AL, 35601

**Lawrence Medical Center (EIN: )**

**PARTICIPANT OF COMMITMENT - YES**

Lawrence Medical Center  
202 Hospital Street  
Moulton, AL 35650

**The Healthcare Authority of the City of Huntsville d/b/a (EIN: 63-0845288)**

**PARTICIPANT OF COMMITMENT - YES**

Huntsville Hospital 101 Silvey Road Huntsville, AL 35801	Huntsville Hospital Employee Health 101 Silvey Road Huntsville, AL 35801	Huntsville Hospital Pharmacy W&C 911 Big Cove Road Huntsville, AL 35801
Madison Hospital 8375 Hwy 72 W Madison, AL 35758	Parkway Medical Center 1874 Beltline Rd. SW Decatur, AL 35601	Heart Center Pharmacy 930 Franklin Street Huntsville, AL 35801

**Central Florida Health Alliance, Inc. d/b/a (EIN: 33-1197054)**

**PARTICIPANT OF COMMITMENT- NO**

Leesburg Regional Medical Center 600 East Dixie Avenue Leesburg, FL 34748	The Villages Regional Hospital 1451 El Camino Real The Villages, FL 32159
Alliance Urgent Care (Riverside) 3631 W Burleigh Blvd Tavares, FL 32778	OHME Rehab 700 N Palmeto Street Leesburg, FL 34748
LRDSC 601 East Dixie Ave Leesburg, FL 34748	The Villages Regional Hospital Out Patient 8900 NE 134 <sup>th</sup> Ave Lady Lake, FL 32159

**OTHER**

**PARTICIPANT OF COMMITMENT - NO**

Hope Hospice and Community Services, Inc (EIN: 59-2128697) 9470 Health Park Circle Fort Myers, FL 33908	Bonita Community Health Center (EIN: 59-3544102) 3501 Health Center Boulevard Bonita Springs, FL 34135
Shell Point (EIN: 20-98293409) 15101 Shell Point Blvd Fort Myers, FL 33908	Lee County Board Of County Commissioners 14752 Six Mile Cypress Fort Myers, FL 33912
Hendry County Board of County Commissioners (EIN: 56-6000639) 1050 Forestry Division Road LaBelle, FL 33935	Collier County Board of County Commissioners (EIN: 59-6000558) 3327 Tamiami Trail East Naples, FL 34112
Sanibel Fire and Rescue (EIN: 85-8012618982C-4) 2351 Palm Ridge Rd Sanibel FL 33957	Captiva Island Fire Control District (EIN: 59-2047287) 14981 Captiva Drive Captiva, FL 33924

EW

OTHER	
PARTICIPANT OF COMMITMENT - NO	
The Pavilion at HealthPark, LLC dba Park Royal Psychiatric Hospital (EIN: 26-2955988) 9241 Park Royal Drive Fort Myers, FL 33908	Southwest Florida Repackaging 401 Leonard Blvd. North Lehigh Acres, FL 33971
Surgery Center of Mount Dora, LLC (EIN: 26-2446297) 3710 Lake Center Drive Mount Dora, FL 32757	Alliance Labs (EIN: 264-322547) 1456 William Street Leesburg, FL 34748
STS. Peter & Paul Church (EIN: 404 Hudson Street Hoboken, NJ 07030	Globus Relief (EIN: 84-1369453) 1775 West 1500 South Salt Lake City, UT 84104
Bonita Springs Fire Control & Rescue District (EIN: 59-129205) 27701 Bonita Grande Drive Bonita Springs, FL 34135	Sarasota Manatee Jewish Housing Council, Inc. (EIN: 65-0091025) 1951 North Honore Avenue Sarasota, FL 34235
Miami Children's Hospital (EIN: 59-0638499) 3100 S.W. 62 <sup>nd</sup> Avenue Miami, FL 33155	Surgery Center of SW Florida, d/b/a Cape Health Surgery Center (EIN: 45-4068750) 665 Del Prado Blvd. S. Cape Coral, FL 33990
Gladiolus Surgery Center (EIN: 65-1025514) 7431 Gladiolus Drive Fort Myers, FL 33908	Surgical Specialists of Southwest Florida, P.A. & SWFL Vascular Center (EIN: 59-1218806) 6821 Palisades Park Court, Suite 1 Fort Myers, FL 33912
Gulfcoast Surgeons, PL (EIN: 20-0690469) 8010 Summerlin Lakes Drive, Suite 100 Ft. Myers, FL 33907	Florida Cancer Specialists PL (EIN: 65-0825133) 4371 Veronica S. Shoemaker Blvd Fort Myers, FL 33916
Paramount Surgery Center LLC, d/b/a The Center for Specialized Surgery (EIN: 45-2232749) 2565 Cleveland Avenue Fort Myers, FL 33901	Florida Surgery Center Enterprises, LLC d/b/a Tampa Outpatient Surgical Facility (EIN: 20-8493127) 5013 N. Armenia Avenue Tampa, FL 33603
Garramone Plastic Surgery (EIN: 65-1006094) 12998 S. Cleveland Avenue Fort Myers, FL 33907	Doctors Outpatient Surgery Center (EIN: 41-2097984) 1005 Crosspointe Drive #2 Naples, FL 34110
Schneider Center for Plastics (EIN: 65-0446788) 12751 S. Cleveland Avenue #102 Fort Myers, FL 33907	Oral Facial & Implant Surgery PA (EIN: 59-2013100) 1537 Brantley Road Fort Myers, FL 33907
Physicians Day Surgery Center (EIN: 59-3438026) 850 111 <sup>th</sup> Avenue North Naples, FL 34168	Heart to Heart Mission (EIN: 65-0763136) 6910 Old Whiskey Drive Ft. Myers, FL 33919
Samaritan Health and Wellness Center, Inc. (EIN: 46-0922358) 643 Cape Coral Pkwy East Cape Coral, FL 33904	The Salvation Army Fort Myers Area Command (EIN: 58-0660607) PO Box 60087 Fort Myers, FL 33906-6087
Summerlin Bend Surgery Center, LLP, dba Adult and Children's Surgery Center of SW FL (EIN# 59-2430569) 5238 Mason Corbin CT. Suite 101 Fort Myers, FL 33907	Southwest FL Institute of Plastic Surgery Inc. d/b/a SWFL Institute of Ambulatory Surgery (EIN: 59-2430569) 3700 Central Avenue, Ste. 1 Fort Myers, FL 33901
Surgery Center of Southwest Florida (EIN: 65-1022543) 12631 Whitehall Drive Fort Myers, FL 33907	Collier Health Services, Inc. d/b/a Healthcare Network of Southwest Florida (EIN: 59-1741277) 1454 Madison Avenue W Immokalee, FL 34142

EW

<b>OTHER</b>	
<b>PARTICIPANT OF COMMITMENT - NO</b>	
Eye Physicians and Surgeon of FL d/b/a Snead Eye Group (EIN: 59-2559784) 4790 Barkley Circle C103 Fort Myers, FL 33907	Family Health Centers of Southwest Florida, Inc (EIN: 59-1741273) 2256 Heitman Street Fort Myers, FL 33902
Neighborhood Health Clinic (EIN: 59-3546884) 121 Goodlette Road N Naples, FL 34103	Charlotte County, a political subdivision of the State of Florida (EIN: 59-6000541) 18500 Murdock Circle, Suite 344 Port Charlotte, FL 33948
The Clinician, Primary and Urgent Care (EIN: 36-4780075) 10970 Cross Creek BLVD. Tampa, FL 33647	Promise Hospital of Lee d/b/a Promise Hospital of Ft. Myers (EIN: 03-0508552) 3050 Champion Ring Rd. Ft. Myers, FL 33905
Riverwalk Endoscopy & Surgery Center LLC (EIN: 20-1692912) 8380 Riverwalk Park Boulevard, Ste. 220 Fort Myers, FL 33919	Internal Medicine Associate of Lee County, P.A. (EIN: 59-1614118) 1400 Colonial Blvd. Ste 1 Fort Myers, FL 33901
Air Trek Inc. (EIN: 59-1915238) 28000 A-5 Airport Road Punta Gorda, FL 33982	White Sands Treatment (EIN: 46-1540462) 1870 Colonial BLVD. Fort Myers, FL 33907
USEPPA Island Volunteer Fire Company, Inc. (EIN: 65-0327797) 200 Useppa Island Bokeelia, FL 33922	Florida Heart Associates (EIN: 65-0690931) 1550 Barkley Circle Fort Myers, FL 33907
Eye Centers of Florida, PA (EIN: 59-1429153) 2665 Oakridge Ct., Suite B Fort Myers, FL 33901	Gardner Orthopedics (EIN: 47-2702713) 3033 Winkler Avenue Fort Myers, FL 33916
South Florida Eye Clinic (EIN: 59-2159184) 3700 Central Avenue, Suite 2 Fort Myers, FL 33901	Lee Island Coast Surgery Center (EIN: 592-92-4183) 4035 Evans Avenue Fort Myers, FL 33901
Town of Longboat Key (EIN: 59-6017152) 501 Bay Isles Road Longboat Key, FL 34228	Gulf Coast Endoscopy Center (EIN: 62-1767599) 7152 Coca Sabal Lane Fort Myers, FL 33918
Seaside Surgery Center LLC (EIN: 47-2399984) 1879 Veterans Park Dr. #1101 Naples, FL 34109	Naples Urgent Care PL (EIN: 59-3649884) 1713 SW Health Parkway Naples, FL 34109
Cypress Cove at HealthPark Florida (EIN: 65-061085) 10200 Cypress Cove Drive Ft. Myers, FL 33908	Vein Specialists (EIN: 20-3817830) 1510 Royal Palm Square, Blvd., Ste. 101 Fort Myers, FL 33919
Southwest Florida Disaster Medical Team (EIN: 46-0486829) 608 SW 30 Lane Cape Coral, FL 33904	

EW

**EXHIBIT B**  
**Products or Services and Line Item Pricing**

[Also see attached Spreadsheet]

Vendor Item Number	Description	Purchase UM	Cylinder Size	Rental per month	Contract/Purchase Cost	PKG Level 1	
						UM	QTY
109366	Acetylene #4	EA	4	\$2.10	\$32.66	EA	1
102497	Acetylene B SZ	EA	B	\$2.10	\$8.03	EA	1
109370	Acetylene POL	EA	5	\$2.10	\$56.98	EA	1
24005266	Air Dry 300	EA	T	\$2.10	\$75.00	EA	1
109851	Air USP M	EA	M	\$2.10	\$10.00	EA	1
109784	Air Compressed M	EA	M	\$2.10	\$7.10	EA	1
109852	Air USP K	EA	H/K	\$2.10	\$10.95	EA	1
109853	Air USP T	EA	T	\$2.10	\$11.28	EA	1
109848	Air USP D	EA	D	\$1.20	\$8.91	EA	1
109850	Air USP E	EA	E	\$1.20	\$4.37	EA	1
109849	Air USP Aluminum E	EA	E	\$1.20	\$4.37	EA	1
109879	Air USP MRI Safe Alum E	EA	E	\$1.20	\$7.50	EA	1
E400050	Cylinder Stand	EA		\$2.10		EA	1
E400050	Cylinder Stand	EA		\$2.10		EA	1
E400050	Cylinder Stand	EA		\$2.10		EA	1
E400050	Cylinder Stand	EA		\$2.10		EA	1
E400050	Cylinder Stand	EA		\$2.10		EA	1
E400050	Cylinder Stand	EA		\$2.10		EA	1
109400	CORGON C25 ARG/CO2	EA	F	\$2.10	\$24.11	EA	1
109399	CORGON C25 ARG/CO2	EA	K	\$2.10	\$50.00	EA	1
24060829	Argon GR4.8 6000psig	EA	500	\$1.20	\$83.15	EA	1
24060829	Argon GR4.8 6000psig	EA	500	\$1.20	\$83.15	EA	1
24092506	Argon UHP 99.99	EA	7	\$1.20	\$24.34	EA	1
24092506	Argon UHP 99.99	EA	7	\$1.20	\$24.34	EA	1
24093482	Argon zero	EA	44	\$2.10	\$112.50	EA	1
109450	Carbon Dioxide 50#	EA	50	\$2.10	\$11.29	EA	1
109450	Carbon Dioxide 50#	EA	50	\$2.10	\$11.29	EA	1
109837	Carbon Dioxide USP E	EA	E	\$1.20	\$4.24	EA	1
109434	Helium K	EA	K	\$2.10	\$50.49	EA	1
109436	Helium T	EA	T	\$2.10	\$62.21	EA	1
24094412	Helium Research Grade	EA	49	\$2.10	\$150.00	EA	1
24094412	Helium Research Grade	EA	49	\$2.10	\$150.00	EA	1
24067683	Helium 4.5 6K	EA	46	\$2.10	\$142.99	EA	1
24101476	Helium UHP 99.999	EA	T	\$2.10	\$175.00	EA	1
24092601	Helium USP	EA	44	\$2.10	\$152.50	EA	1
109861	Helium USP M4	EA	M4	\$2.10	\$12.50	EA	1
24092675	Hydrogen UHP 99.999	EA	T	\$2.10	\$110.00	EA	1
11245280	manual Discharge Device	EA		NA	\$579.00	EA	1
11311319	Cryo Gloves Medium	EA	M	NA	\$120.00	EA	1
11245277	Lab 10 Dewar	EA	10L		\$628.00	EA	1
109828	Nitrogen NF K	EA	K	\$2.10	\$7.35	EA	1
109343	Nitrogen F	EA	F	\$2.10	\$5.00	EA	1
109932	Nitrogen NF Liquid 180L	L	180L	\$22.50	\$46.25	L	1
109828	Nitrogen NF K	EA	K	\$2.10	\$7.35	EA	1
109829	Nitrogen NF T	EA	T	\$2.10	\$7.55	EA	1
25002700	Nitrogen NF Transfill Liter	L	Liter	NA	\$2.00	L	1
109826	Nitrogen NF E	EA	E	\$1.20	\$4.25	EA	1
24001867	Nitrogen GR 5.0	EA	300	\$2.10	\$65.00	EA	1

EW



Vendor Item Number	Description	Purchase UM	Cylinder Size	Rental per month	Contract/Purchase Cost	PKG Level 1	
						UM	QTY
110106	Nitrous Oxide USP 10 LB	EA	10#	\$2.10	\$22.91	EA	1
109965	Nitrous Oxide USP 20#	EA	20#	\$2.10	\$22.91	EA	1
109846	Nitrous Oxide USP	EA	K	\$2.10	\$46.75	EA	1
109845	Nitrous Oxide USP	EA	E	\$1.20	\$8.00	EA	1
109844	Nitrous Oxide USP AI	EA	E	\$1.20	\$8.00	EA	1
109878	Nitrous Oxide USP MRI Safe	EA	E	\$2.00	\$15.02	EA	1
109336	Oxygen R	EA	R	\$1.50	\$4.65	EA	1
109340	Oxygen K	EA	K	\$2.10	\$6.35	EA	1
109815	Oxygen USP M	EA	M	\$1.50	\$5.35	EA	1
109940	Oxygen USP Liq HP 180	EA	180L	\$22.50	\$44.65	EA	1
109813	Oxygen USP K	EA	K	\$2.10	\$5.90	EA	1
P109813	Oxygen USP K	EA	k	NA	\$5.90	EA	1
P109822	Oxygen USP AI CO	EA	D	NA	\$1.95	EA	1
109866	Oxygen medical D AI Oxy-Gen 1	EA	D	\$2.25	\$2.25	EA	1
109866	Oxygen USP AI D Oxy Gen-1	EA	D	\$2.25	\$2.25	EA	1
109871	Oxygen USP AI D Oxy Gen-1	EA	D	\$2.25	\$2.25	EA	1
109814	Oxygen USP E	EA	E	\$1.20	\$1.95	EA	1
109820	Oxygen USP Aluminum E	EA	E	\$1.20	\$1.95	EA	1
110071	Oxygen Medical LIV 2000	EA	E	\$2.25	\$2.25	EA	1
110071	Oxygen Medical LIV 2000	EA	E	\$2.25	\$2.25	EA	1
110071	Oxygen Medical LIV 2000	EA	E	\$2.25	\$2.25	EA	1
110071	Oxygen Medical LIV 2000	EA	E	\$2.25	\$2.25	EA	1
110071	Oxygen Medical LIV 2000	EA	E	\$2.25	\$2.25	EA	1
109869	Oxygen USP M6	EA	M6	\$1.20	\$1.95	EA	1
109865	Oxygen USP M9	EA	M9	\$1.20	\$1.95	EA	1
E400050	Cylinder Cart	EA	E	\$2.00		EA	1
24092518	Medical Mixture 30% O2/HE	EA	K	\$2.10	\$94.95	EA	1
24092517	Medical Mixture 20% O2/HE	EA	K	\$2.70	\$94.95	EA	1
24092516	Medical Mixture 20% O2/HE	EA	E	\$1.20	\$37.66	EA	1
24092672	Anaerobic Mixture 10% H2/10% CO2/Ni/044	EA	K	\$2.70	\$70.55	EA	1
24092821	BLOOD MIXTURE 5% CO2/15% O2/N2 005	EA	E	\$2.70	\$56.49	EA	1
24092812	Blood Mixture	EA	E	\$2.70	\$56.49	EA	1
24092662	Anaerobic Mixture 5%CO2/10% H2/Ni	EA	K	\$2.70	\$70.55	EA	1
24092666	Anerobic Mixture 5%CO2/5%H2	EA	K	\$2.70	\$70.55	EA	1
24092469	Lung DF 0.3% CO/5% NE/21% O2 Bal ni	EA	K	\$2.70	\$94.47	EA	1
24092486	Lung DF 0.3% CO0.3% CH4/21% OX	EA	K	\$2.70	\$58.61	EA	1
109932	Nitrogen NF Liq MP 180 L	EA	180L	\$22.50	\$46.25	EA	1
103021	Nitrous Oxide USP 180 L	EA	180L	\$35.00	\$415.00	EA	1
109822	Oxygen USP Aluminum D	EA	D	\$1.20	\$1.95	EA	1

DELIVERY CHARGES					
D & E Cylinders	per cylinder per month	MO			\$1.20
E Regulated Cylinders	per cylinder per month	MO			\$2.25
Lab and Spec Gas	per cylinder per month	MO	E and Smaller	E and Smaller	\$1.20
Lab and Spec Gas	per cylinder per month	MO	Larger than E	Larger than E	\$2.70
Other High Pressure	6000 psi cylinders per cylinder per month	MO			\$22.50
Liquid	per cylinder per month	MO	25002673	Oxygen usp liquid per lb	.75/lb
Liberator or Equivalent	liquid Oxygen base unit	MO	26001595	Rent Homecare Vessel Base	\$45.00

EW

DELIVERY CHARGES					
Medical Bulk Tank	Rental Medical Bulk Tank				N/A
Hazmat Compliance	per delivery				\$8.95
Cylinder Maintenance	Hydro test				14.75/ea
Standard Delivery	Per delivery/per location				\$15.00
Additional Monthly Customer Stop Charges within the Hospital	Three (3) Times per Week				\$5.00
Emergency Delivery	Each Delivery after 4 PM for the Next Day, or Holidays, and Weekends				\$150.00

EW



**EXHIBIT C**

**Return Goods and Product Recall Policies**

Linde follows FDA guidelines for Medical Gas recalls.

EW

**EXHIBIT D**  
**Additional Terms and Conditions**

Minimum order requirement (cases)	none
Freight (FOB Origin or FOB Destination)	FOB Destination
Freight Charges (Paid by Vendor, LeeSar or GPO Member)	GPO Member
Storage Requirements (i.e., refrigerated, controlled temperature, humidity etc.)	Per local jurisdiction
Requirements for Special Order/Drop Shipments	Explanation of where order needs to be delivered.
Purchasing Card (PCard) Acceptance (Y/N) <i>Note-preferred method of payment</i>	Yes
Payment Terms	Net 30
Early Payment Incentives	No
Tracing Fees (Y or N; define)	No
Other dealer margin funding (% and/or \$)	NA
Vendor Managed Inventory (Y or N)	No
Internet/EDI Purchase Order Processing	Yes
Buy bulk incentives (Y or N; define)	No
Price Protection for life of contract (Y or N)	No
Re-Stocking Fees (Y or N and %)	No

EW



**EXHIBIT E**  
**Administrative Fees and Additional Incentives**

**Administrative Fees:**

Vendor shall pay CSF of all net purchases made by the GPO Members pursuant to this Agreement (the "Administrative Fees"). Vendor shall calculate and pay Administrative Fee on a quarterly basis within 45 days of the end of each quarter.

**Additional Incentives:**

**Specific Requirements:**

Vendor shall submit to Cooperative Services of Florida, Inc. the following information with the Administrative Fee and Additional Incentives checks:

Time period for the check

*Sales detail (by facility) - which must include Product #, Product description, Units and Sales \$ (hard copy and in Excel format)*

All Administrative Fees checks and Additional Incentives checks and supporting documents must be sent directly to:

Cooperative Services of Florida, Inc.  
Attention: Account Receivables  
2727 Winkler Avenue  
Fort Myers, Florida 33901

With a copy of the electronic back up to: CSF\_AR@leesar.com

EW