

Exhibit DD-2
PURCHASER AGREEMENT

THIS PURCHASER AGREEMENT (the “Agreement”) is made this 1st day of February, 2024 (the “Commencement Date”), by and between UMC of Southern Nevada (“Purchaser”), and ICU Medical Sales, Inc., a Delaware corporation, with a place of business at 951 Calle Amanecer, San Clemente, CA 92673 (“Vendor”). This Agreement is entered into in connection with that certain Amended and Restated Purchasing Agreement, HPG-7679, dated February 1, 2018, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Vendor (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to and governed by the terms and conditions of the Purchasing Agreement, except as may otherwise be provided in this Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchasing Agreement. In consideration of the foregoing provisions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Vendor agree as follows:

1. eLOC. This Agreement is entered into in connection with Purchaser’s selection and commitment to a minimum purchasing requirement of Products pursuant to an eLOC completed and submitted by Purchaser. The applicable eLOC completed and submitted by Purchaser is incorporated into this Agreement.
2. Tiers; Interpretation. For purposes of this Agreement, “Group” means at least two healthcare provider locations/facilities owned or controlled by a Participant. The healthcare provider locations/facilities in the Group are listed in Schedule 1 attached to this Agreement. For purposes of this Agreement, “Facility” means a single healthcare provider location/facility owned or controlled by a Purchaser.

For purposes of this Agreement, to the extent the context requires, references herein to Group, shall be construed to mean the Group, in the aggregate, and the entity executing this Agreement on behalf of such Group has the legal ability and authority to enter into this Agreement for and on behalf of itself and such Group.

TIER OPTIONS:

Tier Number	Tier Description	Tier Type
1 - X		Facility or Group
2		Facility or Group

3		Facility or Group
4		Facility or Group
5		Facility

Product Category	Sub Category
Infusion Solutions	Infusion Solutions, Irrigation
Infusion Solutions	Infusion Solutions, IV Nutritional Products
Infusion Solutions	Infusion Solutions, Parenteral
Infusion Solutions	Infusion Solutions, Partial Fill Diluent Container, Non-Drug
Infusion Solutions	Infusion Solutions, Vial Systems
Infusion Sets	Infusion Sets, Extension and Secondary (Non-Dedicated)
Infusion Sets	Infusion Sets, Gravity (Non-Dedicated)
Infusion Sets	Infusion Sets, Primary, Dedicated
Infusion Sets	Infusion Sets, Specialty (Non-Dedicated)
Infusion Sets	Irrigation Sets (Non-Dedicated)
Infusion Needleless Products and Accessories	Infusion Needleless Products and Accessories

3. Pricing. Exhibit A to the Purchasing Agreement sets forth the Product pricing.
4. Tier Rebates.

Rebates. Vendor shall pay Rebates in the form of an EFT [REDACTED] following the end of month subject to Vendor's verification of Purchaser's purchases based on purchases of Products and/or Services by Purchasers in the amounts stated in Exhibit AA, if any. If a percentage is listed, then the Rebate shall be determined by multiplying the stated percentage by the dollar amount actually paid by the Purchaser for Products and Services purchased under this Agreement, excluding any added freight charges, taxes, any Distributor markup (if applicable), and net of any refunds or credits on Product returns. Rebates shall be paid to HealthTrust for payment by HealthTrust to Purchasers. The payment of Rebates is intended to be in compliance with the exception to the Medicaid and Medicare Anti-Kickback Statute set forth at 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations set forth in 42 C.F.R. § 1001.952(h).

A. Tiers 1-2 IV Select Solutions Rebate. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

B. Tier 1 IV Set Rebate. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

C. Tier 2 IV Set Rebate. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

D. Tier 3 IV Set Rebate. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

E. Tier 4 IV Set Rebate. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

5. Non-Tier Rebates. [REDACTED]

6. Price Adjustments. [REDACTED]

Price Adjustments				
Price Adjustment Date	Price Adjustment			
	Tier 1	Tier 2	Tier 3 - 4	Tier 5
January 1, 2024	■	■	■	■
January 1, 2025	■	■	■	■
January 1, 2026	■	■	■	■
January 1, 2027	■	■	■	■

[REDACTED]

[REDACTED]

7. Term of Agreement. The term (“Term”) of this Agreement is eighty four (84) months, commencing on the Commencement Date and expiring eighty four (84) months thereafter (the “Expiration Date”)
8. Reviews. In the event Purchaser selects Tiers 1 or 2, on a quarterly basis during the Term, Purchaser and Vendor will review Purchaser’s historical volumes by month (based on the same in the previous year) for all IV Solutions Products, by product category and catalog number for the upcoming quarter and whether Purchaser anticipates a purchase volume increase in a particular month in excess of ■ of the total purchase volume of that same month the previous year or a purchase volume increase in a particular month in excess of ■ increase of the amount purchased by Purchaser for an individual catalog number that same month the previous year (a “Material Volume Increase”). Purchaser will use commercially reasonable efforts to notify and provide to Vendor’s

Account Executive an Excel spreadsheet with the following detail: (i) the anticipated requested ship date of the Material Volume Increase(s) and (ii) estimate of the expected volume increase by product category and catalog number (a "Material Volume Increase Forecast"). Unless Purchaser has timely provided such information, Vendor shall not be required to accept any orders from Purchaser for Products which constitute a Material Volume Increase. If Purchaser has provided the Material Volume Increase Forecast, Vendor

[REDACTED]

Any order under the Material Volume Increase or over the Material Volume Increase and accepted by Vendor upon receiving the Material Volume Increase Forecast shall be subject to Section 7 of this Agreement.

9. Vendor Delivery Performance; Cancellation

A. Delivery Performance Warranty for Direct Purchases (all Products other than I.V. Solutions).

[REDACTED]

B. Delivery Performance Warranty for Direct Purchases of I.V. Solutions.

[REDACTED]

[REDACTED]

C. Delivery Performance Warranty for Indirect Purchases of I.V. Solutions with Distributors. [REDACTED]

[REDACTED]

D. Remedies for Breach of I.V. Solutions Delivery Performance Warranty. [REDACTED]

[REDACTED]

i. Replacement Product from Vendor. [REDACTED]

[REDACTED]

ii. Replacement Product from Third Party. [REDACTED]

[REDACTED]

iii. Credit. [REDACTED]

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

iv. [REDACTED]

v. Pro-Ration. [REDACTED]

vi. Termination for FTS. [REDACTED]

vii. No Breach of Award or Commitment. [REDACTED]

viii. Cancellation of Orders. [REDACTED]

10. Business Continuity Plan; Force Majeure. [REDACTED]

[REDACTED]

11. Compliance.

Effective as of the Commencement Date and continuing each year thereafter for the Term, Purchaser hereby commits that it shall purchase from Vendor the percentage requirements set forth in the Tier selected by Purchaser. After an annual review (described herein below), if it is determined that Purchaser failed to achieve its percentage requirements for the year subject to such annual review, pricing for Products within Purchaser's selected Tier the following year of the Term shall be at Tier 5 (access), provided that if Purchaser achieves its percentage requirements in such following year, pricing at the Tier selected by Purchaser shall be reinstated at the beginning of the following year.

Notwithstanding anything to the contrary contained herein, in the event Purchaser selects Tiers 3 or 4, Purchaser shall have the right to terminate such election at any time without cause and in such event, Purchaser shall be eligible to purchase Products at the prices set forth in Tier 5.

Quarterly Business Review. At the end of each quarter of the Term, Vendor and Purchaser shall conduct a quarterly business review. The content communicated during the quarterly business reviews shall consist of Vendor's most recent contract year data annualized to project annual performance by Purchaser with respect to its percentage requirements. Such review shall include Purchaser providing reasonable forecasts, including purchasing patterns ahead of the annual review (described herein below).

Annual Review. At the end of each year of the Term, Vendor and Purchaser shall conduct an annual business review. This Annual Review may be combined with Purchaser's corresponding Quarterly Business Review. Upon Vendor's request, Purchaser shall provide to Vendor reasonable information and data necessary to validate Vendor's data regarding whether Purchaser has achieved its percentage requirements in Purchaser's selected Tier.

[REDACTED]

12. Status of This Agreement in the Event Purchaser Ceases to be a HealthTrust Participant. If Purchaser ceases to be a Participant of HealthTrust during the term of this Agreement, Purchaser shall not thereafter be allowed to purchase Products and/or Services under the Purchasing Agreement and this Agreement, and Vendor reserves the right to require that

(i) Purchaser shall remain obligated to Vendor to fulfill its Commitment; and (ii) Vendor's then-current standard terms and conditions of sale and pricing shall apply to any purchases required under such Commitment (unless otherwise agreed by Vendor and Purchaser in writing.

13. Termination. Vendor and Purchaser each shall have the right to terminate any of their respective obligations under the Purchasing Agreement and this Purchaser Agreement (and eLOC) as to the other for Cause, which is not cured within [REDACTED] following receipt of written notice thereof specifying the Cause. If HealthTrust terminates the Purchasing Agreement without Cause, this Purchaser Agreement (and eLOC) shall survive the termination of the Purchasing Agreement.

14. Disclosure. The purchase prices under this Agreement (including the value of any discounts, rebates, or other price concessions) are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the federal anti-kickback statute 42 U.S.C. Section 1320a-7b(b)(3)(A). Purchaser shall properly report and appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to Purchaser for the items to which the discount applies. Further, Purchaser shall retain invoices and other price documentation and make them available to federal or state officials upon request.

15. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

16. Assignment. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Signatures on following page

IN WITNESS WHEREOF, the Parties indicate their acceptance of the terms of this Agreement by the signatures of their duly authorized representatives.

Purchaser: University Medical Center of Southern Nevada

ICU Medical Sales, Inc.

Purchaser Signee:

Vendor Signee: Richard Nevin
Richard Nevin (Feb 26, 2024 17:25 CST)

Purchaser Signee Name: Mason Von Houweling

Vendor Signee Name: Richard Nevin

Purchaser Signee Title: Chief Operating Officer

Vendor Signee Title: VP - Contracting

Purchaser Signee Signature Date:

Vendor Signee Signature Date: Feb 26, 2024

Schedule 1
List of Healthcare Providers of Group (Tier 1, 2, 3, or 4)

GPOID	Facility Name	Address	Contact Person	Phone Number
	UMC of Southern Nevada	1800 W Charleston Blvd, Las Vegas NV 89102		