

## **AMENDMENT NO. 4 TO SERVICES AGREEMENT**

Effective as of August 1, 2023, (the "Amendment Effective Date") **University Medical Center of Southern Nevada** hereinafter referred to as ("PARTICIPANT") and **Comprehensive Care Services, Inc.**, hereinafter referred to as ("VENDOR"), having its principal place of business at 45211 Helm St. Plymouth, Michigan 48170, hereby agree to amend their Services Agreement for perfusion services as follows:

### **RECITALS**

**WHEREAS** this Amendment is subject to the terms of the purchasing agreement between Vendor and HealthTrust Purchasing Group, L.P., dated April 1, 2019 ("Purchasing Agreement");

**WHEREAS** the Participant and Vendor have executed a Services Agreement and Amendment with an effective date of September 1, 2022; which was subsequently amended with Amendment 2, effective April 21, 2023; and Amendment 3, effective May 03, 2023 (collectively, the "Service Agreement" and together with the Purchasing Agreement, the "Agreement"); and

**WHEREAS** the Participant and Vendor desire to further amend the Service Agreement, to memorialize their mutual intent to revise and replace Attachment 1, Exhibit A, Exhibit B, and Exhibit D of the original Agreement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Recitals.** The Recitals are a material part of this Amendment 4 and are incorporated herein by reference.
- 2. Attachment 1 Professional Services Fee Schedule:** Effective the "Amendment Effective Date" both parties agree to amend #1 Monthly Perfusion Professional Service, Attachment 1 attached.
- 3. Exhibit A FTE Matrix** – referenced in Monthly Perfusion Professional Service: Effective the "Amendment Effective Date" both parties agree to delete in its entirety the FTE Matrix – referenced in Monthly Perfusion Professional Service and replace with the revised FTE Matrix – referenced in Monthly Perfusion Professional Service, Exhibit A attached.
- 4. Exhibit B Continuous Quality Assessment and Performance Improvement Activities:** Effective the "Amendment Effective Date" both parties agree to delete in its entirety the Continuous Quality Assessment and Performance Improvement Activities and replace with the revised Continuous Quality Assessment and Performance Improvement Activities, Exhibit B attached.
- 5. Exhibit D Disposables** Effective the "Amendment Effective Date" both parties agree to amend the Exhibit D to add additional disposable products as reflected on the Exhibit D attached, which shall be incorporated into and made a part of the existing Exhibit D to the Agreement.

**Continuing Effect.** Except as modified by this Amendment 4, the terms and conditions of the original Agreements and Addendums remain in full force and effect.

**In Witness Whereof,** the parties have signed the Amendment 4 to be effective as of the Amendment Effective Date.

*Signature page follows*

**Vendor:**

**Comprehensive Care Services, Inc.**

BY: Patricia Faneli

**ITS: Chief Clinical Officer**

DATE: July 12/2023

**Participant:**

**University Medical Center of Southern Nevada**

BY: \_\_\_\_\_

**ITS: CEO**

DATE: \_\_\_\_\_

**PROFESSIONAL SERVICES FEE SCHEDULE**

**Description**

**1. Monthly Perfusion Professional Service [90081].....**

Includes:

- Open Heart Service for On bypass [90999], Off bypass [91098], TAVR Standby[92024], TAVR Converted to On-pump [90161], or Standby [90039]  
Procedures up to **420** cases per year
- Each Included Procedure > **420** per year shall be billed at.....
- Auto-transfusion Professional Perfusion Services during Open Heart Procedures [91115]
- Platelet Rich Plasma Professional Perfusion Service During Open-Heart Procedure [91224]
- Intra-aortic Balloon Pump Professional Perfusion Service when required [90974]
- Moderately complex point of care lab professional Service for open heart surgery (meeting or exceeding CAP, CLIA, and Joint Commission standards)
- Provide data collection and quality assurance as deemed required for the Heart Program
- Participation in committees recommended by Participant
- Perfusion Departmental Management
- Provision for up to 4.0 FTE; based on **EXHIBIT A**
- On Call Coverage 24/7 365 days per year
- Continuous quality improvement program **EXHIBIT B**
- ECMO/ECLS services are not part of this monthly retainer. Please see numbers 4-6 below.
- Vendor and Participant agree to amend this agreement to reasonably reflect any FTE requirement changes based on utilization and requested coverage; Furthermore, Vendor and Participant agree to meet annually to address FTE Requirements and Utilization.

**EXHIBIT A**

**FTE Matrix – referenced in Monthly Perfusion Professional Service**

Labor requirements at participant facility are calculated via the full time equivalent ("FTE") formula in table. below.

	Procedures (A)	# Procedures (B)	Avg. Hrs.(C)	Personnel Required (D)	Labor Hours (E)	FTE (F)
a.	OHS	347	6.5	2.5	5,639	3.0
b.	OPCAB,TAVR, Standby	104	4.0	1.0	416	0.2
c.	Call Weeknights	260	8.0	1.0	2,080	0.2
d.	Call Weekends	52	48.0	1.0	2,496	0.3
e.	Account Management	52	20.0	1.0	1,040	0.6
f.	Total					4.3

**Open Heart Surgery ("OHS")**

1. (B.a.) Enter the number of open-heart procedures performed annually.
2. (C.a.) Enter the average total procedure time (includes set-up to release) .
3. (D.a.)\*\*Enter the number of perfusionist required per procedure per operating room ("OR").
  - Enter 1 for a primary perfusionist with no backup per OR.
  - Enter 1.5 for a primary perfusionist with backup on- site per OR.
  - Enter 2.0 for a primary perfusionist and secondary perfusionist per procedure (typically Pediatric, Robotic/MIS or any complex procedure requiring two (2) dedicated perfusionist) per OR.

\*(OHS) Procedure types can be broken out by row (Aa., Ab., etc.); follow steps one through three (1 - 3) for each row.

\*\*CCS adheres to AmSECT Standards and Guidelines for Perfusion Practice 2013, Standard 2.4. (n+1, where n=# of operating rooms or number of simultaneous procedures).

4. (C.c.): Account management; please enter average hrs. per/week allocated for all departmental operations (i.e., quality meetings, Point of Care Testing ("POCT") quality control, etc.).
5. Call Requirements: this calculation represents on-call requirements for twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Equivalent to two hundred sixty (260) weeknights and fifty-two (52) weekends.
  - (D.d.) Enter the number of perfusionist on call per weeknight (i.e., first call, second call, trauma, transplant, pedi, etc.).
  - (D.e) Enter the number of perfusionist on call per weeknight (i.e. first call, second call, trauma, transplant, pedi, etc.).

**ATS/PRP/BMAC**

6. (B.g..) Enter the number of ATS procedures performed annually outside of OHS.
7. (B,h..) Enter the number of PRP procedures performed annually outside of OHS.
8. (B.i..) Enter the number of BMAC procedures performed annually outside of OHS.
9. (C.g.-i.) Enter the average total procedure time (includes set-up to release).

Cost per FTE shall be determined based on , but no limited to perfusionist experience necessary/requested based on Participant facility services required/acuity as mutual agreed and acceptable by Participant; and fair market geographic cost of perfusionist.

**Continuous Quality Assessment and Performance Improvement Activities:**

In order to provide the highest quality of patient care services and to comply with the Joint Commission requirement to measure and assess quality of outsourced patient care services, HOSPITAL and COMPANY shall cooperate with each other's quality assessment and performance improvement activities, including ongoing evaluation of the quality and appropriateness of COMPANY and HOSPITAL Services. The following specific measures will be established and monitored during the remaining term of this agreement:

- Patient K+ maintained  $\leq 7.5$  mEq
- Highest Glucose levels on CPB maintained  $\leq 200$
- Maintained SvO<sub>2</sub> levels  $\geq 60\%$
- Maintained Cardiac Index  $\geq 1.6$
- Lowest HCT on CPB  $\geq 20$

Specific targets for each of the above-specific measures will be agreed upon by both parties on an annual basis.

COMPANY to report the specific measures to HOSPITAL thirty (30) days after the end of each quarter.

As appropriate, the measures above may be revised or added to in order to support the highest quality of patient care services and to comply with Joint Commission requirements and will be mutually agreed upon by both COMPANY and HOSPITAL.

**EXHIBIT D**

**DISPOSABLES**

**Drop Shipped**

ITEM #	DESCRIPTION	PRICE EACH	QTY/BOX	CASE PRICE
050503000	ASY STR CONN 3/16 STRLE 24		24	
050504000	ASY STR CONN 1/4 STRLE 24		24	
050506000	ASY STR CONN 3/8 STRLE 24		24	
050508000	ASY STR CONN 1/2 STRLE 24		24	
050514000	ASY S/1/4" TO 3/16" RED 24		24	
050516000	ASY CONN REDUCER 3/8 X 1/4 24		24	
050518000	ASY CONN REDUCER 1/2 X 3/8 24		24	
050523000	ASY CONN EQUAL 3/16 WYE 24		24	
050524000	ASY Y CONN 1/4 X 1/4 X 1/4 24		24	
050526000	ASY Y CONN 3/8 X 3/8 X 3/8 24		24	
050528000	ASY Y CONN 1/2 X 1/2 X 1/2 STR 24		24	
050529000	ASY RDC Y 1/2 X 3/8 X 3/8 STR 24		24	
050604000	ASY 1/4 CONN W/LL STRLE 24		24	
050606000	ASY 3/8 CONN W/LL STRLE 24		24	
050900100	Aerosol Collection Set		12	
0684-00-0254-15	Guide Wire		1	
75-510-218	Water Tubing 25m		1	
96530-117	17fr BioMedicus Cannula		1	
96530-119	19 fr BioMedicus Cannula		1	
96530-121	21 fr BioMedicus Cannula		1	
96551	BioMedicus Insertion Kit Venous		5	
CDI506	Gas Bottle A CDI 500		1	
CDI507	Gas Bottle B CDI 500		1	
DCJACT-N	Direct Check Normal ACT+		15	
DCJACT-A	Direct Check Abnormal ACT+		15	
H2O2 Strips	EMI.10337.0001 H2O2 Test Strips VWR International		100	

**DISPOSABLES**

**Consigned Disposables**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE (each)</b>
10005	Adapter Y Type 7.5in	
10009	Aortic Root Cannula	
10012	Cannula Aortic Root 12ga	
200-100	RAP Femoral Venous Cannula 22Fr	
200-150	RAP Femoral Venous Cannula 23/25	
3CXFX25REC	FX Oxy w Reservoir	
77791-01	X-Coated UMC Adult Perfusion Pack	
9108474	ATR 120 Collection Reservoir	
94115T	RCSP Cann 15Fr	
96530-115	15 fr Biomedicus Cannula	
96530-123	23 fr Biomedicus Cannula	
96530-125	25 fr Biomedicus Cannula	
96570-019	Art. Cann/Introducer Set 19fr	
96570-117	17fr BioMedicus Arterial/Jugular Cannula	
96570-121	21fr BioMedicus Arterial/Jugular Cannula	
96570-123	23fr BioMedicus Arterial/Jugular Cannula	
96570-125	25fr BioMedicus Arterial/Jugular Cannula	
96600-119	Bio-Medicus Cannula 19fr	
96600-121	Bio-Medicus Cannula 21fr	
96600-123	Bio-Medicus Cannula 23fr	
96600-125	Bio-Medicus Cannula 25fr	
VT-89413	13fr Vent	
VT-89418	Left Ventricular Vent	