

HealthTrust Purchasing Group, L.P.
Purchasing Agreement
No. HPG- 1119
Vendor: ICU Medical Sales Inc.
Effective Date: November 1, 2018

Exhibit K

Placed Equipment Agreement Form

Attached is a Placed Equipment Agreement form. The provisions of this Purchasing Agreement shall be deemed incorporated into any Placed Equipment Agreement that may be executed and delivered by a Purchaser and Vendor under this Agreement, and such Placed Equipment Agreement shall be subject to the terms and conditions of this Purchasing Agreement. In the event of a conflict, the terms of the Purchasing Agreement shall control.

(see attached)

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No. HPG-1119
Vendor: ICU Medical Sales Inc.
Effective Date: November 1, 2018

Placed Equipment Agreement

This Placed Equipment Agreement (“Agreement”) dated the _____, of 2024 (“**Effective Date**”) is made by and between University Medical Center of Southern Nevada, having an address at 1800 W Charleston Blvd., Las Vegas, NV 89102 (“**Purchaser**”), and **ICU Medical Sales, Inc.**, with an address at 951 Calle Amanecer, San Clemente, CA 92673 (“**Vendor**”). This Agreement is subject to the Purchasing Agreement between HealthTrust Purchasing Group, L.P. (“**HPG**”) and Vendor for ICU Medical Sales, Inc. (Agreement Number HPG-1119), dated October 15, 2016 (“**Purchasing Agreement**”), the terms and conditions of which are expressly incorporated herein. Capitalized terms not otherwise defined in the Purchasing Agreement may be further defined below. In the event of a conflict between the terms of this Agreement and the Purchasing Agreement, the terms of the Purchasing Agreement will control.

1. **Equipment.** Vendor shall provide the reusable medical devices/equipment listed on Attachment 1 attached to this Agreement (“**Equipment**”) for Purchaser’s use in accordance with the terms and conditions set forth in this Agreement. Purchaser shall be solely responsible for the cost of delivery and, if applicable, installation of the Equipment. Equipment is also a Product under the Purchasing Agreement. Equipment provided for Purchaser’s use under this Agreement is intended to meet the anticipated needs of Purchaser in serving its patients. The annual value of the use of the Equipment and services provided under this Agreement is shown on Attachment 1. Purchaser promptly will advise Vendor of any material change in its anticipated needs for the Equipment.
2. **Related Disposables.** The Equipment is being provided solely for use in connection with the respective Vendor products manufactured by or for Vendor and sold by Vendor (as more fully described in Attachment 1, “**Related Disposables**”). Related Disposables are also Products under the Purchasing Agreement. Further, Related Disposables are solely for use in connection with the Equipment. Purchaser shall purchase the volume commitment of Related Disposables, as described in Attachment 1, from Vendor pursuant to the terms of the Purchasing Agreement.

(a) **Additional Related Disposables Shortfall.** If Purchaser does not purchase the Annual Additional Related Disposables (as more fully described in Attachment 1, “Additional Related Disposables”) in an Agreement Year (defined as each twelve (12) month period starting on the Ordering Document Effective Date and continuing for each twelve (12) month period thereafter for the Ordering Document Term, “Agreement Year”), then Vendor shall provide written notice to Purchaser. Purchaser shall have thirty (30) days from the date of the notice to request Vendor to ship and invoice Purchaser for the volume of Additional Related Disposables equivalent to the difference between Purchaser’s Annual Related Additional Disposable Target and Purchaser’s actual purchases (net of credits and returns) (the “Shortfall”) for such Agreement Year. If after such thirty (30) days Purchaser has not submitted a request to Vendor to ship and invoice for the Shortfall, Vendor will invoice Purchaser for the Shortfall. In the event that Vendor is unable to supply an Additional Related Disposable under this Agreement,

Vendor shall appropriately reduce the Annual Related Additional Disposable Target, with no penalty.

- 3. Discount.** Purchaser will not be invoiced a rental or other charge for use of the Equipment or for services related to the Equipment except as otherwise specified in the Ordering Document. During the term of this Agreement, Vendor agrees to ship the Equipment shown on Attachment 1, under the heading “Placed Capital Equipment”, in increments mutually agreed upon by Purchaser and Vendor. The value of the annual use of the Equipment and the provision of service constitutes a “discount or other reduction in price” under 42 U.S.C. §1320a-7b(b)(3)(A) and under 42 C.F.R. §1001.954(h). The parties acknowledge that it is their intent to establish an arrangement regarding the Equipment, services and the Related Disposables that complies with 42 C.F.R. §1001.954(h), with such goods and services being reimbursed by the same Federal health care program using the same methodology, with the reduced charge being fully disclosed to the Federal health care program and accurately reflected where appropriate, and as appropriate, to the reimbursement methodology. Following each contract year, and upon Purchaser’s request, Vendor shall provide a reconciliation statement to Purchaser documenting the discount or other reduction in price provided and its application to the purchase prices of Related Disposables purchased during the contract year, with the allocation of the additional discount or other reduction in price representing Purchaser’s cost of Equipment usage and service. Purchaser acknowledges that a full description of the discount is set forth in this Agreement and will not be reported in each invoice. All transactions with Vendor in connection with this Agreement are made in good faith on the basis of arms-length negotiation. The parties shall comply with all applicable laws in connection with this Agreement and the use of the Equipment, including, without limitation, the provisions of the federal anti-kickback statute, 42 U.S.C. 1320a-7b(b), and all applicable related regulations. Vendor’s invoices and reconciliation statements will provide sufficient information to support Purchaser’s calculation and report of its net costs. Further, upon request, Vendor will provide all additional necessary information to Purchaser regarding the Equipment and this Agreement. Vendor will refrain from doing anything that would impede Purchaser from meeting its obligations to report any such discount.
- 4. Purchase Target.** In order to support the placement of Equipment in the quantity set forth in Attachment 1, Purchaser acknowledges that Vendor expects Purchaser to purchase a commercially reasonable minimum aggregate volume of Related Disposables in the amount shown on Attachment 1 as the “Annual Related Disposable Commitment”. In the event that, contrary to the parties’ intent, the aggregate annual purchases of the Related Disposables is insufficient to meet the Annual Related Disposable Commitment pursuant to this Agreement, Purchaser may, at its sole discretion: (i) purchase additional specified quantities of Related Disposables to apply only to such reconciled period sufficient to render the placement of Equipment as a commercially reasonable arrangement; or (ii) request Vendor to invoice Purchaser a dollar value equal to the annual use value of the Equipment to apply only to such reconciled period sufficient to render the placement of Equipment as a commercially reasonable arrangement, (iii) or cause to be removed a specified quantity of Equipment from Purchaser’s facility, and amend Attachment 1 accordingly, such that the remaining Equipment placed with Purchaser pursuant to this Agreement is a commercially reasonable arrangement. In the event of items (i) to (iii) in this Section 4, above (or as may otherwise be agreed to by Vendor and Purchaser), Vendor shall provide a reconciliation statement to Purchaser documenting any adjustment in the discount or other reduction in price representing Purchaser’s cost of Equipment and Related Disposables At the end of the term of this Agreement and as long as the Purchaser has met Annual Related Disposable Commitment pursuant to this Agreement, then Purchaser may purchase the Equipment at its residual value

or return the Devices to Vendor in accordance with the Hardware MASL. For clarification purposes, the residual value is based upon straight line depreciation.

- 5. Term; Termination.** This Agreement will commence on the Effective Date and continue for a period of eighty-four (84) months (the "Term") unless sooner terminated as provided in this Section 5. This Agreement may be terminated by a party as a result of a material breach upon [REDACTED] written notice provided that such material breach is not cured within the [REDACTED]. Upon such termination for material breach, Purchaser shall either purchase the Equipment, at the residual value pursuant to Section 8, or return to Vendor, at breaching party's expense, all Equipment to which Vendor retains title. If Vendor terminates due to Customer's material breach, in addition to any other remedies Vendor may have under this Contract or at law, Purchaser shall pay to Vendor a reconditioning fee of [REDACTED] per each device/quantity of Equipment placed under this Agreement. No credits or refunds will be issued to Purchaser for any amounts paid to Vendor for any Equipment returned as a result of material breach by Purchaser pursuant to this section. [REDACTED]. Termination shall not relieve either party of any liability which has accrued prior to the effective date of such termination.
- 6. Title.** Title to the Equipment remains with Vendor and does not pass to Purchaser, and Purchaser will not have an ownership interest in the Equipment, unless the Equipment is purchased by Purchaser as provided herein. Purchaser shall receive the benefit of any Product warranties on the Equipment in the event Purchaser purchases the Equipment. In no event shall Purchaser transfer or sell the Equipment. Purchaser will keep the Equipment free from all encumbrances. Purchaser will provide and sign reasonably requested documents to Vendor necessary to maintain its interest in the Equipment.
- 7. Custody and Care.** The servicing of the Equipment will be consistent with the manufacturer's requirements and recommendations and in accordance with the Hardware MASL. Purchaser is liable for any loss of Equipment prior to making it available for pick-up by Vendor unless such loss was caused by the negligence or willful misconduct of Vendor. The maximum obligation for Purchaser in the event Purchaser was responsible for the loss of the equipment shall be the residual value of the Equipment at the time of loss. Purchaser will be charged for all damage to Equipment caused by the negligence or willful misconduct of Purchaser. Purchaser shall not move the Equipment from Purchaser's facility, without permission from Vendor. Purchaser shall not make any unauthorized modifications, alterations or additions to the Equipment. Purchaser shall notify Vendor promptly of any lost or damaged Equipment. Vendor may inspect all or part of the Equipment at any time with reasonable written notice to Purchaser and during normal business hours.
- 8. Option to Purchase.** At any time during the term of this Agreement, Purchaser has the option of purchasing any or all of the Equipment at a price not greater than the residual value price of such Equipment as of the date Purchaser exercises such option (provided the closing of any such purchase occurs [REDACTED] subsequent to Purchaser exercising such option). This Agreement shall be modified to reflect any purchase of Equipment, including termination of this Agreement in the event Purchaser purchases all of the Equipment.
- 9. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same Agreement. Any facsimile or pdf copy of the signature of an authorized signatory of any party hereto shall constitute a legal, valid, and binding execution hereof by such party.

- IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized officers.

<u>Richard Nevin</u> Richard Nevin (Feb 26, 2024 17:24 CST)	Feb 26, 2024
Signature	Date
<u>Richard Nevin</u>	
Name (printed)	
<u>VP - Contracting</u>	
Title	

**Attachment 1
Placed Equipment Agreement**

List of Equipment and Related Disposables

Placed Equipment and Services

1. Equipment/Material #	2. Description	3. Quantity
30010	Plum 360™ Infusion Pump	1,139

Related Disposables

Related Disposables are solely for use in connection with the Equipment. Pricing for the Related Disposables are based on the prices for same contained in the Purchasing Agreement.

Contract Year	Product/Model Number	Description	Annual Volume Commitment	Total disposable price
1	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch	██████	██████
2	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch	██████	██████
3	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch	██████	██████
4	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch	██████	██████
5	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch	██████	██████
6	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch	██████	██████
7	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch	██████	██████

*** In addition to, and on an annual basis, Purchaser also commits to purchase in the aggregate a minimum of the following requirements:** ██████████ in category Infusion Sets, Extension and Secondary Non-Dedicated, and Infusion Needleless Products and Accessories from HPG

Additional Related Disposables

Contract Year	Product/Model Number	Description	Annual Dollar Commitment	Total disposable price
1 through 7	Various	Infusion Needleless Products, Infusion Sets (non-dedicated Products under HealthTrust 7679 Agreement, PIVC Products under HealthTrust 780 and HealthTrust K39581	██████	As per HealthTrust 7679, 780 and K39581

Total minimum seven year total of the #1119 Placed Equipment Agreement = \$9,397,132