

Exhibit K

Ordering Document

PURCHASER:	<u>University Medical Center of Southern Nevada</u>	ADDRESS:	<u>1800 W Charleston Blvd</u>
REPRESENTATIVE:	<u>Kelly Daniels</u>		<u>Las Vegas, NV 89102</u>
VENDOR:	<u>Smiths Medical ASD, Inc.</u>		
AGREEMENT NO.:	<u>HPG-1351</u>	PHONE:	<u>702-207-8337</u>
ORDER NO.:	<u>Quotes SP 231202-000054, SP 231208-002517</u>	FAX:	
EFFECTIVE DATE:	<u>12.11.2023</u>	EMAIL:	<u>Kelly.Daniels@umcsn.com</u>

AGREEMENT

This Ordering Document having the Order Number set forth above (this "**Ordering Document**"), incorporates by reference and is governed by the terms and conditions of the Purchasing Agreement having the Agreement Number set forth above (the "**Agreement**"), by and between HealthTrust Purchasing Group, L.P., ("**HealthTrust**"), and the Vendor identified above ("**Vendor**"). All capitalized terms not defined herein have the meaning set forth in the Agreement. Purchaser, as a Participant to the Agreement, may order Products and Services from Vendor by executing and delivering this Ordering Document, including any completed Order Forms and Statements of Work, to Vendor.¹

PRODUCTS & SERVICES

The Purchaser may use this Ordering Document to order and purchase any or all of the Products and Services identified herein by filling out the attached order forms ("**Order Forms**") and related Statements of Work, if applicable. Purchaser must specify the Products and Services that Purchaser wishes to purchase from Vendor by completing the applicable "Section" of the attached Order Forms for such Products and Services. Any Professional Services ordered hereunder except IT Implementation Services, Product User Training, and Biomedical Product Maintenance Training as defined in Appendices 1, 2, and 3 of the Professional Services Exhibit, will require Purchaser and Vendor to enter into a Statement of Work substantially in the form attached to this Ordering Document.

- **Products.** Products ordered or purchased under this Ordering Document may include, without limitation, (a) On-Premise / Install Based Software; and (b) Equipment.
- **Services.** Services ordered or purchase under this Ordering Document may include, but are not limited to, (a) IT Implementation Services, Product User Training, and Biomedical Product Maintenance Training, and (b) Professional Services, and (c) Support and Maintenance Services.
 - **NOTE:** Terms governing IT Implementation Services, Product User Training, Biomedical Product Maintenance Training, and Support and Maintenance Services are set forth in the Appendices to the Exhibit applicable to the particular type of Product or Service. The Fees for Support and Maintenance Services are set forth in **Exhibit A** to the Agreement.

ORDERING INSTRUCTIONS

In order to correctly place orders for Products and Services using this Ordering Document, Purchaser and Vendor must: 1.

1. **Order Forms.** Specify the Products and/or Services for order or purchase by completing the Order Forms applicable to such Products and Services on the following page. In each Order Form (other than the Professional Services Order Form) you must specify whether Professional Services are required by writing 'Yes' or 'No' in the Professional Services column.
2. **Statements of Work.** For any Professional Services requiring a Statement of Work, identify and describe such Professional Services in the Professional Services Order Form and complete a Statement of Work for such Professional Services as required by the Professional Services Attachment to the Agreement.
3. **Delivery.** Deliver the executed Ordering Documents including completed Order Forms, Vendor Quotation, Purchase Order (referencing Vendor Quotation Number) and any applicable Statements of Work to Vendor via email at: DublinCES@icumed.com (or such other email address as specified by Vendor) or to your applicable Vendor sales representative.

SIGNATURES

¹ HealthTrust must approve in writing and in advance any changes made to this Ordering Document.

Upon Vendor's receipt of this Ordering Document, properly executed by Purchaser, this Ordering Document including any Order Forms and Statements of Work becomes legally binding when countersigned by Vendor.

IN WITNESS WHEREOF, Purchaser and Vendor have caused this Ordering Document to be executed by their duly authorized representatives.

[PURCHASER]

Signature _____
Mason Von Houweling
Printed Name _____
Chief Operating Officer
Title _____
Date _____

[VENDOR]

Richard Nevin
Richard Nevin (Feb 26, 2024 17:27 CST)

Signature _____
Richard Nevin
Printed Name _____
VP - Contracting
Title _____
Feb 26, 2024
Date _____

ORDER FORM

Complete any applicable Order Forms for Products and Services. Each Order Form (other than the Professional Services Order Form) requires you to specify whether Professional Services are required in connection with the Product or Service by writing 'Yes' or 'No' in the Professional Services column. In each Order Form (other than the Professional Services Order Form) indicate only whether or not such Professional Services are required by writing 'Yes' or 'No' in the Professional Services Column. If Professional Services are required in connection with such Product or Service, you must (a) complete the Professional Services Order Form at the bottom of this page; (b) identify the Product or Service that requires such Professional Service in the "Equipment/Software" column. You must then complete the attached Form of Statement of Work to complete an order for any Professional Service.

Vendor Software:	22-0091-01 - Annual Software License Subscription, PharmGuard™ Connect						
Description:	Annual Software License Subscription, PharmGuard™ Connect						
Designated Site(s):	1800 W Charleston Blvd, Las Vegas, NV 89102						
Professional Services:	Software Installation and Configuration Services [Y/N]: Y				Fees:	See Section C	
Software Maintenance and Support Services [Y/N]:	Included under Attachment				Fees:	N/A	
License(s):	PUMP	Server	Site	Enterprise	Desktop	Term (7 years)	Perpetual
	Y	Y	Y	N	N	Y	N
Quantity:	260	1	1	N/A	N/A	260	N/A
License Fee:	██████	██████	██████	N/A	N/A		
Total License Fees:	████████████████████						
Vendor Software:	22-0094-01 – Annual Software License Subscription, PharmGuard™ Bridge Connect						
Description:	Annual Software License Subscription, PharmGuard™ Bridge Connect (for 38 Customer-owned Medfusion™ 4000 Syringe Pumps)						
Designated Site(s):	1800 W Charleston Blvd, Las Vegas, NV 89102						
Professional Services:	Software Installation and Configuration Services [Y/N]: Y				Fees:	See Section C	
Software Maintenance and Support Services [Y/N]:	Included under Attachment				Fees:	N/A	
License(s):	PUMP	Server	Site	Enterprise	Desktop	Term (7 years)	Perpetual
	Y	Y	Y	N	N	Y	N
Quantity:	38	1	1	N/A	N/A	38	N/A
License Fee:	██████	██████	██████	N/A	N/A		
Total License Fees:	████████████████████						
Vendor Software:	TBD - Annual Software License Subscription, PharmGuard™ Auto Documentation*						
Description:	Annual Software License Subscription, PharmGuard™ Auto Documentation*						
Designated Site(s):	1800 W Charleston Blvd, Las Vegas, NV 89102						
Professional Services:	Software Installation and Configuration Services [Y/N]: Y				Fees:	See Section C	

Software Maintenance and Support Services [Y/N]:			Included under Attachment		Fees:	N/A	
License(s):	PUMP	Server	Site	Enterprise	Desktop	Term (5 years)	Perpetual
	Y	N	Y	N	N	Y	N
Quantity:	298	N/A	1	N/A	N/A	298	N/A
License Fee:	██████	N/A	██████	N/A	N/A		
Total License Fees:	████████████████████						

*Vendor is committed to supporting auto-documentation ("Auto-Documentation Features") under this Ordering Document if and when such Auto-Documentation Features have been validated by Customer's third-party electronic medical records vendor. At such time, Vendor will notify Customer of the availability of the PharmGuard™ Auto Documentation and Interoperability Software with Auto Documentation Implementation Services for purchase by Customer at the prices provided in this Ordering Document.

SECTION B: EQUIPMENT PURCHASE

Equipment	Description	Quantity	Designated Site(s):	Professional Services [Y/N]	List Price	Purchase Price
4000-0106-01	Medfusion™ 4000 Syringe Pump, v1.6	161	1800 W Charleston Blvd, Las Vegas, NV 89102	Y	██████	██████
21-2111-0402-51	CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	99	1800 W Charleston Blvd, Las Vegas, NV 89102	Y	██████	██████
TOTAL:					██████	██████

Acknowledgement: By completing Section B of this Order Form for Equipment Purchase and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the Equipment Purchase Exhibit; (b) the Information Security Exhibit; and (c) the Component Interoperability and Security Exhibit, each of which are attached hereto. Purchaser and Vendor further acknowledge that, for the purposes of this Section B and pursuant to the terms of the Equipment Purchase Exhibit, any Equipment Maintenance and Support Services are considered Professional Services subject to the Professional Services Exhibit and require a separate Statement of Work.

SECTION B(i): ACCESSORY PURCHASE

Related Equipment	Accessory	Quantity	List Price	Purchase Price	Total Price
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-0270-25 - AC Adapter w Power Cord	99	██████	██████	██████
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-6120-24 - Lockable Pole Mount Bracket	99	██████	██████	██████
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-2188-25 - CADD-Solis™ Lockbox, Clear	99	██████	██████	██████
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-2131-01 - Wireless Communication Module	99	██████	██████	██████
Medfusion™ 4000 Syringe Pump, v1.6	3000CAL - Medfusion™ Calibration Kit	1	██████	██████	██████
Medfusion™ 4000 Syringe Pump, v1.6	22-1050-51 - Rotating Pole Clamp	161	██████	██████	██████
Accessory Total:					██████

SECTION C: PROFESSIONAL SERVICES

Type of Professional Services	Description	Designated Site(s):	Equipment/Software**	Fees
Connect Software Implementation Services	See attached Statement of Work	1800 W Charleston Blvd, Las Vegas, NV 89102	CADD-Solis™/Medfusion™ 4000/PharmGuard™ Connect/PharmGuard™ Bridge Connect	██████
Interoperability Software with Auto Documentation Implementation Services	See attached Statement of Work	1800 W Charleston Blvd, Las Vegas, NV 89102	CADD-Solis™/Medfusion™ 4000/PharmGuard™ Auto Documentation	██████
TOTAL:				██████

Total minimum seven year value of the #1351 Ordering Document = \$990,990

Acknowledgement: by completing Section D of this Order Form for Professional Services, the applicable Statement(s) of Work and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the Professional Services Exhibit; (b) the Information Security Exhibit; and (c) the Component Interoperability and Security Exhibit, each of which are attached hereto.

Term: **[7 years]**

Termination Rights Purchaser may terminate a Statement of Work: (a) for material breach upon written notice of material breach if such breach is not cured within thirty (30) days; (b) as set forth in the Statement of Work; and (c) in the event Vendor fails to meet its duties, obligations, milestones, implementation schedules, or responsibilities described in the applicable Statement of Work three (3) or more times within a three (3) month period.

***Specify the Software or Equipment purchased under this Ordering Document which requires Professional Services.*