



Contract Number
23-02 A-1

SAP Number
4400021183

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Inari Medical, Inc.</u>
Contractor Representative	<u>Jeff Prakash</u>
Telephone Number	<u>(909) 520-8800</u>
Contract Term	<u>January 10, 2023 through January 9, 2028</u>
Original Contract Amount	<u>NTE \$792,000</u>
Amendment Amount	<u>NTE \$350,000</u>
Total Contract Amount	<u>NTE \$1,142,000</u>
Cost Center	<u>7631</u>
Grant Number (if applicable)	<u></u>

AMENDMENT NO. 1

WHEREAS, on January 10, 2023, San Bernardino County on behalf of (“Customer”) and Inari Medical, Inc. (“Inari”) entered into a Purchase Agreement (“Agreement”) for Inari to provide medical devices for treatment of pulmonary embolisms to Customer; and

WHEREAS, the parties desire to amend the terms of the Agreement; and

NOW THEREFORE, effective as of the date this Amendment is fully executed, the Agreement is amended as follows:

1. Delete Schedule A of the Agreement, in its entirety, and replace with Schedule A, attached hereto.
2. Section 3.1. of the Purchase Agreement Terms and Conditions in the Agreement is deleted in its entirety and replaced with the following:

3.1 Term. This Agreement is effective as of January 10, 2023 and shall remain in effect through January 9, 2028, unless earlier terminated pursuant to the terms of this Agreement

3. Add Section 2.3 to the Purchase Agreement Terms and Conditions in the Agreement as follows:

2.3. Total Agreement Amount. The total amount of payment under this Agreement shall not exceed \$1,142,000 without an amendment approved by the San Bernardino County Board of Supervisors. It is Customer's responsibility to monitor its purchases under this Agreement.

4. **Full Force and Effect.** All other terms and conditions of the Agreement shall remain in full force and effect.
5. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement.
6. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Inari has disclosed to the Customer using Schedule 1 – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), attached hereto, whether it has made any campaign contributions of more than \$500 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the County Board of Supervisors. Inari acknowledges that under California Government Code section 84308, Inari is prohibited from making campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

In the event of a proposed further amendment to the Agreement, Inari will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Inari or by a parent, subsidiary or otherwise related business entity of Inari.

7. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, San Bernardino County on behalf of Arrowhead Regional Medical Center and Inari Medical, Inc. have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

INARI MEDICAL, INC.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name **Shawn Flaherty**

(Print or type name of person signing contract)

Title **VP of Commercial Strategy**

(Print or Type)

Dated: _____

Address **6001 Oak Canyon, Suite 100**
Irvine, CA 92618

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Charles Phan, Supervising Deputy County Counsel		Andrew Goldfrach, ARMC Chief Executive Officer
Date _____	Date _____	Date _____

Schedule A: Products and Pricing

1. Products introduced to the Price Per Procedure's are stocked via a one-time Inventory Introduction as outlined below. Once a Product is brought into inventory it will be invoiced via the applicable Price Per Procedure as outlined in Section 2 below.

Inventory Introduction			Pricing - Per Product	
Model	Product Name	Description	Price	UOM
25-201-ISO	Triever16 Curve® Catheter ISO	16 Fr, 110 cm	\$8,000	1

2. The below listed Products shall be invoiced and shipped via a Price Per Procedure model. Each Price Per Procedure will include replacement of any of the included Products used in a single procedure. Product stock will be replenished based on reported Products used.

FlowTriever® Retrieval/Aspiration System		Pricing - Per Procedure	
Model	Product Name	Description	Price
FT-PPP	FlowTriever Price Per Procedure		\$11,000

Price Per Procedure will include replacement of any of the below Products used in a single procedure.

Introducer Sheath			
52-101	Intri24™ Sheath	24Fr, 33cm	\$0.00 (Included in FT-PPP)
Aspiration Guide Catheter			
21-101	Triever20® Catheter	20 Fr, 95 cm	\$0.00 (Included in FT-PPP)
25-101	Triever16® Catheter	16 Fr, 113 cm	\$0.00 (Included in FT-PPP)
25-201	Triever16 Curve® Catheter	16 Fr, 110 cm	\$0.00 (Included in FT-PPP)
22-101	Triever24® Catheter	24 Fr, 95 cm	\$0.00 (Included in FT-PPP)
21-201	Triever20 Curve® Catheter	20 Fr, 105 cm	\$0.00 (Included in FT-PPP)
FlowTriever Catheter			
10-104	FlowTriever Catheter (XL)	19-25 mm, 115 cm	\$0.00 (Included in FT-PPP)
11-102	FlowTriever2®	6-16 mm, 120 cm	\$0.00 (Included in FT-PPP)
FlowTriever Accessories			
80-101	FlowSaver® Blood Return System	Blood Return Filter	\$0.00 (Included in FT-PPP)
70-103	FlowStasis® Suture Retention Device	Suture Retention Device (pack of 1)	\$0.00 (Included in FT-PPP)
99-102	Large Bore 60 cc Syringe	60 cc Syringe (pack of 1)	\$0.00 (Included in FT-PPP)

3. The following Products shall be invoiced and shipped at the pricing listed below.

ClotTriever® Thrombectomy System		Pricing – Per Product	
Model	Product Name	Description	Price
60-101	Protrieve Sheath	20Fr, 38 cm	\$4,000

4. The LimFlow System is sold as shown below.

PRODUCT DESCRIPTION	MANUFACTURING NUMBER	Price All Tiers
LimFlow Price Per Procedure will include replacement of any included products used in a single procedure	LF-SYSKIT-01-US	\$25,000

Price Per Procedure will include replacement of any of the below Products used in a single procedure.

LIMFLOW ARC, Arterial Catheter	AC-US-23	\$0.00 (One (1) Arterial Catheter used in each procedure)
LIMFLOW V-CEIVER, Venous Catheter	VC-US-23	\$0.00 (One (1) Venous Catheter used in each procedure)
LIMFLOW VECTOR, Valvulotome	VT-US-23	\$0.00 (One (1) Valvulotome used in each procedure)
LIMFLOW SYSTEM 3.5-5.5 mm X 60 mm	RGS-35060-US-24	\$0.00 (One (1) Conical stent graft used in each procedure)
LIMFLOW SYSTEM 5.5 mm X 200 mm	RGS-55200-US-24	\$0.00 (Two (2) Cylindrical stent grafts used in each procedure)
LIMFLOW SYSTEM 5.5 mm X 150 mm	RGS-55150-US-24	
LIMFLOW SYSTEM 5.5 mm X 100 mm	RGS-55100-US-24	



SCHEDULE 1
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to “Contractor” below refer to Inari. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Inari Medical, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No x
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _n/a_
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):
n/a
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Stryker Corporation	100% owner

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>n.a</u>		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

n/a	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.