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Contract Number

23-02

SAP Number

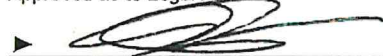
Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Inari Medical, Inc.
Contractor Representative	Jeff Prakash
Telephone Number	(909) 520-8800
Contract Term	January 10, 2023 through January 9, 2026
Original Contract Amount	NTE \$792,000
Amendment Amount	
Total Contract Amount	NTE \$792,000
Cost Center	

Briefly describe the general nature of the contract: Agreement with Inari Medical, Inc. for the purchase of medical devices for the treatment of pulmonary embolisms, in the not-to-exceed amount of \$792,000 for the period of January 10, 2023 through January 9, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

Date 12/20/2022

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department


William L. Gilbert, Director

Date

12/21/22



Issue Date: 08/31/2022 (valid for 180 days)

Inari Account Manager: Jeff Prakash

Purchase Agreement

This **Purchase Agreement** (together with the Terms and Conditions (as defined below) and the schedules attached hereto) ("**Agreement**"), effective as of the last date of signature hereto ("**Effective Date**"), is by and between **Inari Medical, Inc. ("Inari")**, a Delaware corporation, having a principal place of business at 6001 Oak Canyon, Suite 100, Irvine, CA 92618, and San Bernardino County on behalf of **Arrowhead Regional Medical Center ("Customer")**, a California corporation, having a principal place of business at 400 N Pepper Ave, Colton, California 92324.

1. PRODUCTS. Inari agrees to sell to Customer the products listed in Schedule A (each, a "**Product**"), as Customer may order from time to time. Should a Product become discontinued, divested, recalled or otherwise withdrawn from the market during the term of this Agreement, Inari will not be obligated to supply such Product to the Customer.

2. CUSTOMER PRICING. Inari agrees to sell to Customer the Products at the price(s) listed in Schedule A.

3. TERMS AND CONDITIONS. This Agreement is subject to the Purchase Agreement Terms and Conditions, attached hereto and incorporated by reference, and each purchase of Product is subject to the standard terms and conditions stated on Inari's invoice (collectively, the "**Terms and Conditions**").

4. CONFLICTS. In the event of a conflict between the terms and conditions of this Agreement and those of any other document related in any way to the subject matter hereof (including Customer's purchase order and Inari's invoice), whether pre-printed or otherwise, this Agreement will control unless such document expressly refers to the parties' intent to alter the terms of this Agreement.

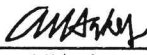
5. ENTIRE AGREEMENT. This Agreement, together with the Terms and Conditions and any exhibits and schedules attached hereto, each of which is incorporated herein, collectively constitutes the entire agreement between the parties and supersedes any prior and contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter of this Agreement.

6. COUNTERPARTS. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing the original signatures.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto through their duly authorized representatives as of the Effective Date.

INARI MEDICAL, INC.

Signature: 
Andrew J. Hykes (Nov 17, 2022 14:49 PST)

Name: Andrew J. Hykes

Title: COO

Date: Nov 17, 2022

San Bernardino County on behalf of
ARROWHEAD REGIONAL MEDICAL CENTER

Signature: 

Name: Dawn M. Rowe

Title: Chair, Board of Supervisors

Date: JAN 10 2023

Inari Medical Information	
Inari Customer Service Contact:	877-923-4747 customerservice@inarimedical.com
Direct Purchase Orders to:	customerservice@inarimedical.com Fax: 949-242-2535
Remit Address:	Inari Medical, Inc. P. O. Box 843152 Dallas, TX 75284-3152
ACH Information:	Bank of America, NA Bank Address: 222 Broadway New York, NY 10038 ABA Number: 122000661 Acct Number: 1453142392 Acct Name: Inari Medical

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
of the County of San Bernardino

By 
Deputy

PURCHASE AGREEMENT TERMS AND CONDITIONS

These Purchase Agreement Terms and Conditions are incorporated by reference into that certain Purchase Agreement to which these terms and conditions are attached. All capitalized terms used but not defined herein shall have the respective meanings as set forth in the Purchase Agreement.

1. PRODUCT ORDERS AND SHIPPING.

1.1. Customer Eligibility.

1.1.1. Customer shall complete Inari's required in-service program prior to performing any procedure utilizing any Product. In addition, given the specialized nature of the Product and its use, Customer shall ensure that an Inari representative is present at all Initial Procedures to provide support and guidance regarding the appropriate use or adjustment of the Product. Any Inari representative that is present on the premises of Customer's facility for the forgoing purpose shall comply with all of Customer's applicable policies and procedures and all applicable state and federal laws governing patient privacy. **"Initial Procedures"** means the first five (5) FlowTrier cases and the first five (5) ClotTrier cases per physician (which may be completed across multiple institutions). Following a physician's successful completion of the Initial Procedures, an Inari representative will work with such physician to create a case support plan for continued support regarding the appropriate use or adjustment of the Product in future cases.

1.1.2. Products ordered under the Agreement shall be used by Customer solely for its patients and shall not be acquired for (a) any unlawful purpose or use; or (b) commercial resale, transfer or trade (except to the end-patient), without Inari's prior written approval. Each Product ordered under the Agreement shall be used by Customer in accordance with such Product's labeling and published specifications. If at any time Inari, in its reasonable discretion, determines that Customer is not in compliance with these requirements, Inari shall have the right, upon notice to Customer, to reject any purchase order and/or terminate the Agreement with at least 30 days notice.

1.2. Purchase Orders. All purchase orders for Products shall be submitted to Inari and shall be governed exclusively by the Agreement. Inari's acceptance of any Customer purchase order is hereby expressly made in reliance on Customer's compliance with all terms and conditions of the Agreement. Inari reserves the right to accept or reject any purchase order in whole or in part.

1.3. Stocking. Prior to performance of the Initial Procedure, Customer shall work with their Inari Account Manager to purchase and maintain enough inventory of the applicable Product to support ongoing cases.

1.4. Product Availability. The Agreement is subject to Product availability. Customer acknowledges and agrees that in situations of short supply, orders for Product may have to be reduced in order for Inari to apportion available Product among its customers. Inari will take reasonable steps to provide Product in short supply to all of its customers, at Inari's discretion. Nothing in the Agreement shall be construed to limit or restrict Inari's right, at its sole discretion, to discontinue the manufacture, sale, and/or distribution of any Product at any time.

1.5. Shipping. All Products will be shipped via FedEx 2Day service, F.O.B. Origin. Inari will charge Customer for the actual shipping costs and list such costs as a separate line item on the invoice, unless agreed to by the parties in writing. Customer may provide Inari with Customer's FedEx account number for direct billing purposes. Any quoted shipping dates are based on estimates at the time of quotation. Inari will use commercially reasonable efforts to meet quoted shipping dates but does not guarantee any shipping or delivery date. Inari assumes no liability for any costs or damages resulting from any late delivery of Product.

1.6. Product Returns. Unused Product (with packaging still sealed) may be returned within thirty (30) days of the date of purchase.

2. PAYMENT TERMS AND PRICING.

2.1. Payment Terms. Customer shall pay Inari all amounts invoiced within forty-five (45) days of the invoice date, without any right of set off. Inari's preferred methods of payment are ACH or check. Payments made via a

credit card or purchasing card will be charged an additional 3% administrative fee. Payment amounts exclude, and Customer shall pay, all shipping charges and all sales, use and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by the Agreement, unless Customer provides Inari with an appropriate exemption certificate. All payments shall be made in U.S. dollars.

2.2. Customer Pricing. The pricing offered under the Agreement is solely for the purchase by Customer (or any Participating Facility) of Product directly from Inari. Such pricing does not apply to Product purchased before the Effective Date of the Agreement and does not apply to any Product purchased from a third party. The pricing reflected in Schedule A shall remain fixed for the term of the Agreement.

3. TERM AND TERMINATION.

3.1. Term. If Customer executes and delivers the Agreement to Inari within one hundred eighty (180) days of the Issue Date (set forth above), the Agreement shall commence on the Effective Date and shall remain in effect for three (3) years, unless earlier terminated in accordance with the terms hereof. In the event any purchase order(s) for Products are accepted by Inari but not completed prior to expiration of the Agreement, the Agreement shall remain in effect until the completion of such order(s) or until the Agreement is otherwise terminated in accordance with the terms hereof.

3.2. Termination Without Cause. The Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

3.3. Termination for Cause. Either party may terminate the Agreement by written notice: (a) in the event the other party is in material breach of any obligation under the Agreement, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days (or such other time period expressly stated herein) after receipt of notice of such breach; (b) in the event the other party is or becomes excluded or ineligible for participation in any federal or state health care program or government payment program; or (c) in the event the other party shall formally declare bankruptcy, insolvency, reorganization, liquidation, or receivership; or shall have instigated against it bankruptcy, insolvency, reorganization, liquidation, or receivership proceedings, and shall fail to remove itself from such proceedings within ten (10) days from the date of institution of such proceedings.

3.4. Rights and Obligations upon Expiration or Termination. Except as otherwise expressly set forth herein, the following provisions will survive the expiration or termination of the Agreement pursuant to their terms, together with any other provisions necessary for their construction and enforcement: Sections 3.4 (Rights and Obligations upon Expiration or Termination), 4 (Representations and Warranties), 5 (Compliance), 6 (Warranty and Limitation of Liability), 7 (Miscellaneous) and any other provision of the Agreement that by its terms would survive expiration or termination. Expiration or termination of the Agreement for any reason shall not release either party from liability which, at said time, has already incurred to the other party, including any rights of Inari to payments accrued through expiration or termination of the Agreement, and nothing herein shall affect or be construed or operate as a waiver of the right of the party aggrieved by any breach of the Agreement to be compensated for any injury or damage resulting therefrom which is incurred before or after such expiration or termination.

4. REPRESENTATIONS AND WARRANTIES.

4.1. Authority. Each party represents and warrants to the other party that it has full right, power and authority to enter into and perform the Agreement without consent of any third party.

4.2. Compliance with Laws. Each party represents and warrants to the other party that it will comply with all laws, regulations and ordinances applicable to its performance under the Agreement.

5. COMPLIANCE.

5.1. Products. Each party shall comply with all applicable laws relating to the dispensing of Product purchased under the Agreement, including without limitation any federal, state and/or local laws and regulations relating to drug product selection, storage and handling, and consumer protection. Inari is not in the business of practicing medicine and neither Inari nor any Inari representative providing support hereunder will engage in any

activity that would constitute the practice of medicine as defined by applicable law in the applicable jurisdiction. Nothing herein changes or affects a Customer's or a physician's medical judgment or ability to make appropriate decisions in the delivery of patient care consistent with the applicable standard of practice.

5.2. Anti-Kickback. Each party shall comply with the Federal Anti-Kickback Statute, 42 USC § 1320a-7b(b), and the discount safe harbor thereto, 42 CFR § 1001.952(h) and any state statutes or regulations which impose similar obligations. The parties acknowledge that the price concessions offered under the Agreement are "discounts" as that term is used in 42 CFR § 1001.952(h)(5). Customer shall fully and accurately report all "discounts" on its cost reports and claims to reimbursing agencies (including without limitation Medicare and Medicaid), and shall furnish, upon request by the Secretary of the Department of Health and Human Services or a State Agency, any requested information or documentation, which may include the invoice, coupon or statement provided by Inari to Customer pursuant to 42 CFR § 1001.952(h)(2)(ii). Inari shall provide all documents and information requested by Customer regarding all "discounts" under this Agreement for Customer to comply with its reporting obligations.

5.3. Federal Healthcare Eligibility. Each party shall comply with all applicable federal and state laws regarding Medicare, Medicaid, or any federal or state health care program. Each party represents and warrants that neither it, nor any of its employees, agents, vendors, consultants or other representatives, have been listed by a federal agency as debarred, excluded, or otherwise ineligible for federal program participation. If either party is excluded from participating in, or becomes otherwise ineligible to participate in, any federal healthcare program during the term of the Agreement, such party shall notify the other party promptly in writing, but in any event no later than two (2) business days. In the event of either party's exclusion from any federal healthcare program, the Agreement shall automatically terminate.

5.4. Anti-Bribery. Each party shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the U.K. Bribery Act of 2010, as amended, and shall not cause Inari to be in breach of any of the anti-bribery laws and regulations in the country(ies) where such party operates. Without limiting the generality of the foregoing, in performing the Agreement, neither party nor any of its officers, directors, employees, agents or other representatives will pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office, or to any other company, person or entity, corruptly for the purpose of (a) influencing any act or decision of that person in his/her official capacity, including a decision to fail to perform his/her official functions with such governmental agency or instrumentality or such public international organization, or such political party, or any other company, person or entity, or to perform such functions improperly; (b) inducing such person to use his/her influence with such governmental agency or instrumentality or such public international organization or such political party, or any other company, person or entity to affect or influence any act or decision thereof; or (c) securing any improper advantage.

6. WARRANTY AND LIMITATION OF LIABILITY.

6.1. Product Warranty. Inari warrants to Customer that each Product shall, for a period until its applicable expiration date, (a) be manufactured in accordance with, and conform to, the applicable Product specifications, and (b) be free from defects in materials and workmanship under normal use and service. Inari shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of this warranty, repair or replace the Product which gave rise to the breach or, at Inari's option, refund the amounts paid by Customer for the non-conforming Product. Supplier shall have no liability for breach of the foregoing warranties, and the warranties will be void, to the extent arising from: (i) any repairs, alteration or modification to the Product not made by or with the written approval of Inari; (ii) abuse, misuse, improper maintenance or storage, handling, accident, action or inaction on the part of any party other than Inari, or (iii) use of the Product otherwise than in accordance with the Product specifications and/or applicable instructions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, INARI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES

OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED.

6.2. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, ARISING FROM OR RELATING TO THE AGREEMENT OR THE PRODUCT PROVIDED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL INARI BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE REUSE, REPROCESSING OR RSTERILIZATION OF ANY PRODUCT, OR OTHERWISE RESULTING FROM THE USE OF ANY PRODUCT IN VIOLATION OF SUCH PRODUCTS LABELING OR INARI'S INSTRUCTIONS.

7. MISCELLANEOUS.

7.1. Confidentiality. The terms of the Agreement, including the pricing, and any confidential and/or proprietary information of Inari disclosed to Customer under the Agreement, shall be held by Customer in confidence and not disclosed to any third party during the term of the Agreement and for two (2) years thereafter, except as required to be disclosed by Customer pursuant to a legal order or applicable law; provided that Customer gives Inari reasonable prior notice of such required disclosure. Inari understands that Customer is a public entity subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code and Inari consents to disclosure of information and writings, including but not limited to this Agreement, to the extent required by applicable law, and that this provision constitutes the notice required to be provided to Inari that this Agreement may be made public as part of its approval process for execution of this Agreement.

7.2. Design Changes. Inari reserves the right, at its sole discretion, to improve, alter, modify or redesign any Product without prior notice or any other obligation to Customer with respect to any such improvement, alteration, modification or redesign.

7.3. Notices. All notices required in connection with the Agreement will be in writing and deemed effectively given: (a) upon personal delivery to the party to be notified; or (b) three (3) days after deposit with a nationally/internationally recognized overnight courier that provides tracking and verification of delivery. All notices shall be sent to the address set forth in the Agreement or at such other address(es) as a party may designate by advance written notice to the other party, except that any notices to Customer shall be made to the attention of the "Hospital Director".

7.4. Assignment. Neither party shall have the right to assign the Agreement or any of the rights or obligations thereunder without the prior written consent of the other party; provided, however, Inari may assign the Agreement to an affiliate or a subsidiary or a successor (collectively, "Successor") to that area of its business to which the Agreement is related with 30 days notice, except that Inari may not assign its rights and obligations under this Agreement to any entity that is or has been convicted of any criminal offense related to health care or is or has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid.

7.5. Relationship of Parties. The relationship of the parties established under the Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

7.6. Waiver. Any waiver or failure to enforce any provision of the Agreement by either party on one or more occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

7.7. Severability. If any provision of the Agreement is held by an arbitrator or court of competent jurisdiction to be void or unenforceable, such provision will be deemed modified and will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of the Agreement will continue in full force and effect.

7.8. Governing Law and Venue. The Agreement shall be governed by the laws of the State of California,

without regard to conflicts of law principles. No other law, code or convention, including the 1980 United Nations Convention on the International Sale of Goods, shall apply to this Agreement or exhibits unless explicitly stated or referenced herein. Any action arising under this Agreement shall be venued exclusively in the San Bernardino County Superior Court.

7.9. Headings. The headings used for the sections of the Agreement are for information purposes and convenience only and in no way define, limit, construe or describe the scope or extent of the sections.

7.10. Indemnification. Inari will indemnify, defend, and hold harmless Customer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (intellectual property rights) by any Products sold under or subject to this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any intellectual property rights, Customer will use reasonable efforts to notify Inari promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve Inari of its obligations only if and to the extent that such delay or failure materially prejudices Inari's ability to defend such lawsuit or claim. Customer will give Inari sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that Inari may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Products that are the subject of the claim. In the event that Inari fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by Inari, then Inari shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to Inari. This shall not apply to any judgment or settlement amount, which amounts Customer shall be entitled to notify, invoice or debit Inari's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

If, in Inari's opinion, any Products sold or provided by Inari subject to this Agreement become, or are likely to become, the subject of a claim of infringement of intellectual property rights, Inari may, at its option: (i) procure for Customer the right to continue using the Products; (ii) replace or modify the Products to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Inari, Customer shall cease use of the Products upon written notice from Inari, and Inari shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to Inari for such Products.

Inari also agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from the negligent acts or omissions or willful misconduct of Inari, its employees and anyone acting on its behalf, but this indemnification obligation shall not apply to any claims that arise due to Customer's "sole negligence" or "willful misconduct" within the meaning of California Civil Code Section 2782.

7.11. Insurance. Inari shall comply with the insurance requirements set forth in Attachment A.

[end of Purchase Agreement Terms and Conditions]

ATTACHMENT A

Insurance Requirements

Inari agrees to provide insurance set forth in accordance with the requirements herein. If Inari uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Inari agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Inari shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Inari and all risks to such persons under this contract. If Inari has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – Inari shall carry General Liability Insurance covering all operations performed by or on behalf of Inari providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Inari is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Inari owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

2. **Additional Insured.** All policies, except for Worker's Compensation, and Professional Liability policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** Inari shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Inari and Inari's employees or agents from waiving the right of subrogation prior to a loss or claim. Inari hereby waives all rights of subrogation against Customer.

4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** Inari agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Inari and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Inari shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and Inari shall maintain such insurance from the time Inari commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Inari shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Inari or Customer payments to Inari will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Customer's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Inari agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.

Schedule A: Products and Pricing

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)
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			
10-101	FlowTriever Catheter (S)	6-10 mm, 115 cm	\$0.00 (Included in FT-PPP)
10-102	FlowTriever Catheter (M)	11-14 mm, 115 cm	\$0.00 (Included in FT-PPP)
10-103	FlowTriever Catheter (L)	15-18 mm, 115 cm	\$0.00 (Included in FT-PPP)
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)

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