




GeneSight® Registration and Agreement

Clinic/Facility Name: County of El Dorado		
Phone:	Fax:	
Address: 3057 Briw Road, Suite B		
City: Placerville, CA	State: CA	Zip Code: 95667

This Agreement is effective on the last date signed (the "Effective Date") by and between Assurex Health, Inc. ("Assurex") and the clinic, practice, or hospital named above (including any employees, contractors, affiliates, agents or representatives of the foregoing, the "Customer").

- (1). **Placing Orders:** Customer will place orders for medically necessary laboratory testing services ("Services") from Assurex using the secure online web portal. Authorized representatives of Customer shall place such orders personally and Customer shall not authorize any other individuals to place such orders on Customer's behalf. Customer shall not knowingly share online web portal log-in information with any other individuals.
- (2). **Performing Services:** After Assurex receives all necessary samples and documentation from Customer, in accordance with the terms of this Agreement and in compliance with all instructions and requirements set forth in the online web portal, Assurex will perform the Services and provide a genotyping report to Customer that will be available through the online web portal. Customer understands that orders for Services may not be cancelled once Assurex performs the Services.
- (3). **Billing:** Assurex shall be responsible for billing for the Services and for collecting payment for the Services from Customer's patients and/or from legally responsible third party insurers. In the event that Customer's patient and/or a third party insurer fails to pay Assurex for Services, Customer shall not be responsible for compensating Assurex for the Services. Customer does not accept Medicare Part A patients and therefore anticipates no services to be ordered for patients under Medicare Part A.
- (4). **Assurex Warranty:** Assurex warrants that the Services shall be performed in accordance with good laboratory practices and established laboratory protocols and all applicable laws, regulations, and rules and that it is not currently excluded from a federal or state health care program.
- (5). **Customer Warranty:** Customer warrants that it (a) has the legal authority to place orders for laboratory tests; (b) shall obtain any and all patient consents to collect, transfer, and have tested any samples necessary for Services, as required by applicable laws, regulations, and rules; (c) is not currently excluded from a federal or state health care program; (d) shall use information derived from a genotyping report provided by Assurex only for treatment of the patient or for other legally permissible purposes.
- (6). **Confidentiality:** Assurex and Customer shall maintain in strict confidence all information received in connection with this Agreement and will not disclose the information to any third party except as permitted or required by applicable law, regulation, or rule.
- (7). **Non-Exclusive Agreement:** Assurex and Customer acknowledge that this Agreement is not exclusive and does not preclude Customer from ordering laboratory testing services from another laboratory provider.
- (8). **Limitation of Liability:** Neither party shall have any liability of any type for any special, incidental, indirect, or consequential damages, including but not limited to the loss of opportunity, loss of use, or loss of revenue or profit in connection with or arising out of this Agreement. In no event shall Assurex's total liability for direct damages under this Agreement exceed the amount of fees paid to Assurex in connection with this Agreement as of the date that the cause of action is alleged to have arisen.
- (9). **Publicity:** Neither party may use the name, trademark, or service mark of the other party in connection with any publicity without the prior written consent of the other party; provided, however, that Assurex may include Customer's name as a customer of Assurex in its promotional and marketing materials and on Assurex's website. Assurex, without prior written consent, may use Customer's name as a referral with Assurex customers or potential customers.
- (10). **Assignment:** This Agreement is not assignable by either party without the prior written consent of the other party, except that either party may assign this Agreement in connection with the merger or sale of all or substantially all of its assets without such prior consent, and Assurex may delegate or otherwise assign any portion of the Services to a third party laboratory or other provider, provided that such third party is subject to and complies with performance standards comparable to those agreed upon by the parties to this Agreement.
- (11). **Governing Law:** This Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles.
- (12). **Term and Termination:** The Term of this Agreement shall begin on the Effective Date and continue until terminated. This Agreement may be terminated at any time by either party upon written notice to the other party.
- (13). **Prior Agreements:** This Agreement and any written amendment hereof executed by the parties constitutes the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements, written or oral, with respect thereto. All purchases of Services by Customer after the Effective Date will be governed by the terms of this Agreement and any prior agreements with respect to the Services shall be deemed cancelled.
- (14). **Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Deputy Director, Behavioral Health Division, or successor.
- (15). **Insurance Requirements:** Assurex shall provide proof of a policy of insurance as referenced in Exhibit A, attached hereto and made my reference a part hereof.

Customer Authorized Signature

Signature: 
 Name: Brian K. Veerkamp
 Date: 8-25-2020

Title: Chair, Board of Supervisors

Assurex Health, Inc.

Signature:  **Account Representative**
 Name: Mark S. Verratti
 Date: 7/20/20

Lucas Spagnuolo

EXHIBIT A

County of El Dorado Insurance Requirements

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$5,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County within five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1) The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related

EXHIBIT A

County of El Dorado Insurance Requirements

investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.