

LETTER OF AGREEMENT

This Community Health Education and Testing Services Agreement (“Agreement”) is made and entered into by and between The Regents of the University of California, a California public corporation, on behalf of THE UNIVERSITY OF CALIFORNIA, SAN DIEGO MEDICAL CENTER CLINICAL LABORATORIES (“UCSD”), and CITY OF SAN DIEGO, a municipal corporation (“City”), (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, CITY, as a local government entity, has identified an urgent need for COVID-19 control and mitigation through assessment of current infection prevention practices, optimization of protective equipment and containment practices, and through COVID-19 testing on certain CITY leadership and employees;

WHEREAS, UCSD employs providers and staff with training and expertise in infection prevention and clinical epidemiology (“IPCE”) and infectious diseases, and is willing to provide such education and assistance as an important service to preserve the health and safety of the community;

WHEREAS, UCSD also operates Clinical Laboratories and is duly licensed, certified, accredited or otherwise legally qualified and willing to provide laboratory and pathology services in the State of California;

WHEREAS, UCSD and CITY desire to work together in order to further the Parties’ mutual interest in preventing the spread of COVID-19, and to have UCSD provide certain laboratory testing services (“Laboratory Testing Services”) for CITY;

WHEREAS, UCSD and CITY desire to enter into an agreement to set forth the terms and conditions of their relationship with respect to UCSD’s provision of Laboratory Testing Services to CITY;

WHEREAS, CITY has the authority to enter into an agreement with a public agency in accordance with the San Diego Municipal Code §22.3210, if the agreement furthers a specific public policy and the agreement is in the public interest.

NOW, THEREFORE in consideration of the foregoing Recitals and the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I: RESPONSIBILITIES OF PROVIDER AND PURCHASER

1.0 UCSD’s Responsibilities.

- A. Prevention Education. UCSD shall, subject to availability of personnel and resources, and upon request by CITY, provide an infection prevention assessment and education onsite visit to CITY at CITY’s administrative building located at 202 C Street, San Diego, California, 92101 (the “City Location”) by a small team of UCSD professionals, likely to include an infectious disease physician, an infection preventionist, and a combination of clinical and non-clinical staff (“PROVIDERS”), as set forth and further described in Exhibit B.
- B. Onsite Collection. UCSD shall, subject to availability of personnel and supplies,

provide onsite testing to CITY at City Location by UCSD-employed staff members, to collect specimens for COVID-19 testing on CITY employees. UCSD shall be prepared to collect specimens for at least 20 CITY employees at said visit, and may be able to accommodate additional testing at CITY's request. Such available testing services are described in Exhibit A ("UCSD Services and Fee Schedule: COVID-19 Testing Services") attached hereto.

C. Testing Services

- i. **Onsite Testing.** UCSD shall provide Laboratory Testing Services for all collected specimens obtained from CITY as set forth in this Agreement.
- UCSD shall provide the swab and/or blood draw testing equipment, and UCSD clinical staff to collect the specimen's onsite at CITY LOCATION. Specimens collected at CITY LOCATION will then be transported to UCSD via courier.
 - Swab test (UCSD Charge Codes 00006877 and 00006879) test for current COVID-19 infection
 - Blood draws (UCSD Charge Code 00006880) test for COVID-19 antibodies
 - Results shall be reported to CITY employees in accordance with Exhibit C.
 - CITY employees must create and activate a UCSD MyChart account in order to access their test results. UCSD shall provide a link and activation code to create the MyChart account. UCSD will make test results available via each individual's MyChart account. If CITY employee receives a positive COVID-19 test result, a telephone call will be made to notify the employee. If the CITY employee receives a negative COVID-19 test result, the result will be reported via MyChart only.
 - UCSD shall make best efforts to notify CITY employees with test results within 48 hours of UCSD receiving the specimen in the lab.
 - UCSD will share test results with CITY employees only and will not report any results directly to CITY. CITY employees are responsible to share their test result directly with the CITY.
 - All COVID-19 test results shall be reported to state and local public health departments, as required.
- ii. **Offsite Testing.** For those CITY employees showing COVID-19 symptoms, or who have been exposed to COVID-19, subject to availability, UCSD shall provide Laboratory Testing Services via PCR specimen collection at existing UCSD Drive-Up Testing Locations (set forth in Exhibit C) for up to fifty (50) symptomatic and/or exposed CITY employees per day.
- Swab test (UCSD Charge Codes 00006877 and 00006879) test for current COVID-19 infection
 - Results shall be reported to CITY employees in accordance with Exhibit C.
 - CITY employees must create and activate a UCSD MyChart account in order to access their test results. UCSD shall provide a link and activation code to create the MyChart account. UCSD will make test results available via each individual's MyChart account. If CITY employee receives a positive COVID-19 test result, a telephone call will be made to notify the employee. If the CITY employee receives a negative COVID-19 test result, the result will be reported via MyChart only.
 - UCSD shall make best efforts to notify CITY employees with test results within 48 hours of UCSD receiving the specimen in the lab.
 - UCSD will share test results with CITY employees only and will not report any results directly to CITY. CITY employees are responsible to share their test result directly with the CITY.
 - All COVID-19 test results shall be reported to state and local public health departments, as required.

D. No Assumption of Medical Oversight. The licensed medical provider ordering COVID-19 PCR

tests and the UCSD team providing results are doing so as a means of process and do not assume medical oversight of the individuals receiving testing. The licensed medical provider(s) shall not be held liable for care management, nor any act or failure to act after the reporting of the COVID-19 PCR test results. It is recommended that ALL individuals receiving a positive result, or who have additional medical questions, follow up with a primary care provider (“PCP”) to discuss the test results and seek individualized medical care. If an individual does not have a PCP, UCSD may share a list of local providers (including UCSD) that an individual may utilize for care management support.

- E. **Rate Information.** UCSD will provide to CITY a rate schedule containing all of the prices charged by UCSD for its Laboratory Testing Services. This rate schedule is set forth in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference.

1.1 **City’s Responsibilities.**

- A. **Space, Staff and Preparation.** For onsite testing, CITY shall, prior to the UCSD onsite visit: (a) direct CITY employees who shall be submitted for testing to utilize the CITY unique self-scheduling URL to register and schedule an appointment for testing, as available; (b) inform CITY employees who shall be submitted for testing that COVID-19 test results shall be reported to state and local public health authorities, as required by law; and advise that all individuals receiving a positive result, or who have in additional medical questions, follow up with a primary care provider to discuss the test results and seek individualized medical care, (c) arrange for space for UCSD staff, to accommodate the education and/or specimen collection activities contemplated by this Agreement, and (d) arrange for appropriate CITY staff to be present to assist while UCSD staff carry out the specimen collection activities.
- B. **Personnel.** During the onsite visit, CITY shall provide a designated team member from CITY Human Resources to escort UCSD while on CITY premises.
- C. **City Employee Information.** CITY shall provide the appropriate laboratory requisition with each specimen that identifies the CITY employee’s name and date of birth, and the test(s) ordered. CITY will provide to UCSD the CITY employee information that UCSD reasonably requires to perform Laboratory Testing Services, and to bill and collect from CITY the amounts listed in Exhibit A for Laboratory Testing Services provided.
- D. CITY employees will utilize the CITY unique self-scheduling URL to register and schedule an appointment for testing, as available.
- E. CITY must inform CITY employees who shall be submitted for testing that COVID-19 test results shall be reported to state and local public health authorities, as required by law; and advise that all individuals receiving a positive result, or who have additional medical questions, follow up with a primary care provider to discuss the test results and seek individualized medical care;
- F. **Results.** CITY shall obtain test results directly from CITY employees. UCSD shall not provide CITY employee COVID-19 test results directly to CITY. CITY must have clear protocols in place which allow CITY employees receiving COVID-19 positive test results to share such results with CITY seven (7) days per week and twenty-four (24) hours per day. Such protocols should also give CITY employees instructions for appropriate action and next steps once a COVID-19 positive test

result has been received.

G. Continuing Care. The Parties agree that in carrying out the activities described in this Agreement, UCSD does not assume responsibility for continuing medical care and/or treatment of the CITY employees whose test results may be handled by UCSD in performance of this Agreement.

1.2 Use of Name. Except as required to carry out the terms of this Agreement, CITY shall not use UCSD's name nor any other similar reference to the University of California, San Diego, its providers or facilities, without the prior written approval of the Regents of the University of California in accordance with the provision of applicable law, including but not limited to, California Education Code Section 92000. UCSD shall comply with the CITY Council Policy 000-41, which requires that other than listing CITY as a client and other limited endorsements, any advertisements, social media, promotions, or other marketing referring to CITY as a user of a product or service will require prior written approval of the Mayor or their designee.

1.3 Licensure and Accreditation. UCSD shall, at all times in which this Agreement is in effect, remain: (i) licensed, certified, accredited or otherwise duly authorized to operate in the State of California as a licensed clinical laboratory; and (ii) accredited by any applicable accrediting body.

1.4 Compliance with California and Federal Statutes. Both Parties agree to cooperate with each other to meet any requirements imposed on UCSD and CITY by state and federal law, as amended, and all regulations issued pursuant thereto including those governing confidentiality of protected health information. Both Parties agree to maintain such records and provide such information to one another, and to applicable state and federal regulatory agencies, for compliance, as may be required. Such responsibilities shall not be terminated upon termination of this Agreement.

1.5 Confidential Information. The Parties acknowledge that as a result of this Agreement for Laboratory Testing Services, the Parties may become informed of, and have access to, valuable and confidential information of the other Party, including laboratory operation and pricing information as well as information designated as "Confidential" (the "Confidential Information"). Except as required by law, (including, but not limited to, any disclosures of test results that may be required under current or future public health mandates), neither Party will, at any time, either during or subsequent to the Term of this Agreement, use, reveal, report, publish, copy, transcribe, transfer or otherwise disclose or provide access to any person, corporation or other entity, any Confidential Information without the prior written consent of the other Party, except to those officers and employees of the Party (and other responsible persons who are in a contractual or fiduciary relationship with the Party) who have a need to know the Confidential Information, and except for information which legally and legitimately is or becomes of general public knowledge from authorized sources other than CITY. With regard to the patient information of the CITY employee COVID-19 test subjects, each Party will, at a minimum, protect the confidentiality of patient information (including, but not limited to, medical records, electronic data, laboratory blocks and slides, and billing information) in compliance with all applicable state and federal laws and regulations.

1.6 Ownership. Patient records generated by UCSD as a result of testing CITY employee specimens will be the sole and exclusive property of UCSD. All business and other records of each Party are and will remain the property of that Party.

1.7 Employees, Agents and Independent Contractors Bound to Confidentiality Requirements. Each Party will require that all of its employees, agents and independent contractors be bound to and comply with the applicable covenants and obligations of this Agreement.

1.8 Government Access to Books, Documents and Records. In accordance with Title 42 of the United States Code, Section 1395(x)(v)(1)(I), as amended, until the expiration of four (4) years after the

termination of this Agreement, UCSD will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all material books, documents and records necessary to certify the nature and extent of the cost to Client of the Laboratory Testing Services provided pursuant to this Agreement.

1.9 Compliance

A. Fair Market Value and Commercial Reasonableness. The Parties agree that the terms and provisions of the Agreement are (1) created in the context of an urgent community need and shared public health responsibility, (2) are not determined in a manner that takes into account – in the aggregate or otherwise – the volume or value of patient referrals or other potential business generated by and among the Parties, or any of their respective affiliates, owners, employees, or contractors, (3) are reasonable given the current needs of the community, and (4) to the best of the Parties' knowledge, the compensation is consistent with fair market value. The Parties agree that it is neither Party's purpose, in whole or in part, to induce the other Party or any of its affiliates, employees, or contractors to engage in any conduct that is prohibited by the federal health care program anti-kickback statute, 42 U.S.C. §1320a-7b(b), or any of its state law counterparts.

B. No Referrals.

- i. The Parties acknowledge that none of the benefits granted to CITY under this Agreement is conditioned on any requirements that CITY make referrals to, be in a position to make or influence referrals to, or otherwise generate business for UCSD or any of its affiliates, employees or contractors.

ARTICLE II: COMPENSATION

2.0 Rate Schedule. UCSD will bill CITY directly for all services rendered under this Agreement, the amounts payable as set forth in Exhibit A. The CITY will pay for services rendered within thirty (30) days of receiving an invoice for services provided. If CITY disputes any bill, it will submit the dispute in writing to UCSD within fifteen (15) days of the date of the bill, or it will waive its rights to dispute. If certain services are requested by CITY, but not provided by UCSD, UCSD will not refer the service out to a separate provider on behalf of CITY.

2.1 Contract Value. The Agreement shall have a not to exceed amount of \$250,000.00 for the duration of the Agreement.

ARTICLE III: TERM; TERMINATION; EFFECT OF TERMINATION

3.0 Term. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the San Diego City Attorney in accordance with City Charter Section 40 ("Effective Date"). The Term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year from such date, provided, however that the Parties agree that the purpose of this Agreement and the services provided for herein are directly related to the COVID-19 pandemic and that the duration of the need and utility identified between the Parties shall be based upon the duration of the local COVID-19 pandemic response efforts.

3.1 Termination without Cause. This Agreement may be terminated without cause, for any reason, at any time by CITY or UCSD upon immediate written notice to the other Party.

3.2 Effect of Termination. Upon the termination of this Agreement, as herein above provided, and except as specifically provided herein, no Party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of termination.

ARTICLE IV: INSURANCE AND INDEMNIFICATION

4.0 Insurance Coverage. Each Party will, at its own expense, continuously maintain:

- A. Commercial General Liability insurance (or program of self-insurance) covering their respective operations on an occurrence basis, including property damage, bodily injury and personal injury with limits no less than one million dollars (\$1,000,000) per occurrence;
- B. Workers' Compensation insurance as required under California State law;
- C. Professional Liability Self-Insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate;
- D. This insurance will be placed with insurers and have coverage limits consistent with applicable industry standards.
- E. Each Party shall provide the other Party with evidence of such insurance coverage, including self-insurance, upon request. In addition, each Party shall provide the other Party with immediate written notice of any cancellation, material modification or non-renewal of any of the insurance coverage required by this Article.

4.1 Indemnification. Both Parties shall defend, indemnify and hold harmless, the other and their directors, officers, employees, affiliates, and agents against any claim, loss damage, cost, expense or liability arising out of or related to the performance or nonperformance of its employees or agents, of any activity pursuant to this Agreement.

ARTICLE V: DISPUTE RESOLUTION

- 5.0 Mediation. If a dispute arises out of or relates to this Agreement and cannot be settled through normal contract negotiations, UCSD and CITY shall use mandatory non-binding mediation before having recourse in a court of law.
- 5.1 Selection of Mediator. A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible.
- 5.2 Expenses. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.
- 5.3 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings, and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though CITY recommendation of settlement may be subject to the approval of the Mayor and City Council. Either Party may have attorneys, witnesses or experts present.

Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.”

ARTICLE VI: GENERAL PROVISIONS

6.0 Entire Agreement. This Agreement and all documents specifically referenced herein contain the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings, written or oral, with respect to such subject matter. Except as provided in this section or otherwise specifically provided in this Agreement, no agreement or understanding with respect to such subject matter not contained in this Agreement shall be valid or binding upon the Parties.

6.1 Independent Contractors. No provision of this Agreement is intended to create, nor shall any provision hereof be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any of its respective contractors, employees, agents or representatives shall be deemed or construed to be the contractor, employee, agent or representative of the other.

6.2 Confidentiality. Each Party agrees to maintain the confidentiality of the provisions of this Agreement and the proprietary information of the other Party, and not to disclose any such provisions or information, except to the extent necessary to perform its obligations hereunder, or as otherwise required by law. Neither Party shall use the service mark, logo or other business product of the other Party without the other Party’s written consent.

6.3 Invalid Provision. The invalidity or unenforceability of any term or provision of this Agreement shall in no way effect the validity or enforceability of any other term or provision hereof.

6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except to the extent that federal law supersedes such laws.

6.5 Waiver. The waiver of any provision of this Agreement shall be effective only if set forth in writing, and signed by the waiving Party. No such waiver shall operate as, or be deemed to be or construed as, a continuing waiver of the same provision, or as a waiver or continuing waiver of any other provision of this Agreement.

6.6 Notice. Any notice required or desired to be given pursuant to or in connection with this Agreement shall be given in writing, addressed to the noticed Party as follows:

If to UCSD:

Lab Administration Director
UC San Diego Health Clinical Laboratories
9300 Campus Pointe Dr., MC7320
La Jolla, CA 92037-7320

With a copy to:

Health Services Contracting - UC San Diego Health
200 W. Arbor Drive, MC 8996
San Diego, CA 92103-8996



Attn: Chief Contracting Officer

If to City of San Diego:

Attn: Brent Krohn, Program Coordinator
City of San Diego, Purchasing and Contracting Division
1200 Third Avenue, Suite 200
San Diego, CA
92101-4195

Notices shall be delivered personally, by messenger or overnight delivery service, or by United States mail, certified, return receipt requested, postage prepaid. Notices given by personal delivery or messenger or overnight delivery service shall be deemed given upon actual delivery. Notices given by mail shall be deemed given on the date of delivery indicated on the return receipt. Each Party may change its address for purposes of receiving notice hereunder by giving notice of such change of address to the other Party in the manner provided for herein.

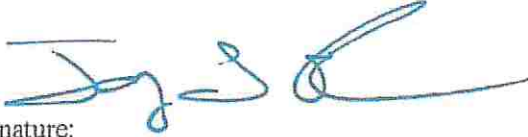

6.7 Third Party Beneficiaries. Except as otherwise expressly provided to the contrary herein, this Agreement shall not create, nor shall it be deemed or construed to create, any right in any person not an express Party hereto, including, without limitation, any patient, contractor, employee, agent or representative thereof.

6.8 Assignment. This Agreement and the rights, interests and benefits hereunder shall not be assigned or in any manner transferred by either Party unless the affected Party consents in writing.

6.9 Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of CITY and UCSD. Any alleged oral amendments have no force or effect. The CITY Purchasing Agent must sign all Agreement amendments.

6.10 Actions of CITY in its Governmental Capacity. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of CITY in its governmental or regulatory capacity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

| For City of San Diego | For UCSD Medical Center Clinical Laboratories: |
|--|---|
| Signature:  | Signature:  |
| Name: <u>Jerry S Sturak</u> | Name: Patricia S. Maysent |
| Title: <u>ACOD</u> | Title: CEO, UC San Diego Health |
| Date: <u>11/19/20</u> | Date: <u>11/20/20</u> |


| For City of San Diego City Attorney |
|--|
| Signature:  |
| Name: <u>Miguel Merrell</u> |
| Title: <u>Deputy City Attorney</u> |
| Date: <u>11/24/2020</u> |



EXHIBIT A

UCSD SERVICES AND FEE SCHEDULE
COVID-19 TESTING SERVICES

| UCSD Charge Code | UC San Diego Clinical Laboratory Charge Description | Code | CPT/HCPCS | Modifier | Alternate CPT/HCPCS Codes | UCSD Reference Rates 2020 |
|------------------|---|------|---------------------|----------|---------------------------|--|
| 00006877 | HB IADNA SARS-COV-2 COVID-19 PCR TQ | | 87635 /U000 3 | | | \$100.00 per test, not to exceed 5 visits and 100 tests total |
| 00006879 | HB IADNA SARS-COV-2 COVID-19 AMPLIFIED PROBE TQ | | 87635 /U000 2 | | | |
| - | ONSITE SPECIMEN COLLECTION SERVICES | | - | | | |
| 00006877 | HB IADNA SARS-COV-2 COVID-19 PCR TQ | | 87635 /U000 3 | | | \$75 per test at UCSD drive-up site as available, Not to exceed 50-scheduled tests per day |
| 00006879 | HB IADNA SARS-COV-2 COVID-19 AMPLIFIED PROBE TQ | | 87635 /U000 2 | | | |
| 00006880 | HB SEROLOGY (BLOOD DRAW) IgG COVG | | 86769 | | | \$42.00 per test |
| 00006880 | HB SEROLOGY (BLOOD DRAW) IgG AND IgM COVGM | | 86769 | 59* | | \$84.00 per test |
| - | INFECTION PREVENTION SERVICES (2 HOURS) | | - | | | \$394 per occurrence, not to exceed 1-2 occurrences |

EXHIBIT B

UCSD INFECTION PREVENTION EDUCATION AND TESTING

- UCSD IPCE will arrange a visit to CITY LOCATION to the extent resources are available, where, subject to the needs of CITY, UCSD may, upon consent of CITY provide the following:
 - Training and education on the basic principles of infection prevention hygiene including internal UC San Diego Health PPE video;
 - A review and assessment of CITY's current employee screening protocol and offer suggestions to enhance, when applicable;
 - At CITY's request, all CITY employees receiving testing may be requested to also complete a 12-item questionnaire to aide in contact tracing.
 - Should a town hall be scheduled to review education/training and Q&A, CITY will be invited to participate;
 - Guidance on protocols for testing per diem staff, others who are not in the office on a daily basis to ensure person is not infectious before re-entering office.



EXHIBIT C

UCSD Drive-Up Testing Locations (Subject to Change) & Resulting Scope

UCSD Health Drive-Up Testing Locations

Eastlake:

Patient instruction:

Reference address is **910 Eastlake Pkwy, Chula Vista, CA 91914**. Pull into Target parking lot and look for white tents. Enter near the Wendy's, and Exit near the Shell station. Runners will direct traffic. Instruct that this is a DRIVE THRU type of clinic and to follow COVID Testing Signs. Instruct to stay in the car and to check in with PSR Tents.

Encinitas:

Patient Instructions:

This is a DRIVE THRU type of clinic located to East side of our Encinitas Blvd. facility. Reference address is **1505 Encinitas Blvd. Encinitas, CA 92024**. Follow COVID-19 Testing signs through the coned lane leading up to the white testing tents. There will be a staff member at the entrance of tents directing traffic. The phone number for check-in is (858) 249-4740.

Hillcrest:

Patient Instructions:

This is a DRIVE THRU type of clinic located in the parking lot across from Medical Offices South building at Hillcrest Campus. Reference address is **4168 Front Street, San Diego CA 92103**. Drive Thru clinic entrance is off of First Avenue, various white tents are visible from street. Entrance is on the left side after passing Montecito Street. There are COVID-19 Testing signs at the entrance of the lot and a parking attendant directing traffic.

La Jolla:

Patient Instructions:

Reference address is **9331 Athena Circle La Jolla, CA 92037, Parking Lot P782**. Parking Lot is located across from the brown building, La Jolla Institute of Immunology. Pull up to the parking lot attendant, this is a DRIVE THRU type of clinic with white tents and COVID-19 tents visible at the entrance of the lot, stay in your vehicle and await instruction from the lot attendant.

Rancho Bernardo:

Patient Instructions:

This is a DRIVE THRU type of clinic located in the parking lot of our Rancho Bernardo building. Reference address is **16950 Via Tazon San Diego, CA 92127**. Follow COVID-19 Testing signs to the west of the parking lot leading up to the tents. There will be a staff member at the entrance of tents directing traffic.

Resulting

1. For all positive results, UCSD Results Team will call patient for:
 - a) Notification
 - b) Quarantine education
 - c) Brief contact tracing education
2. UCSD is not responsible for reporting any test results to the CITY and will direct all CITY employees to the CITY contacts, seven (7) days per week, as outlined in exhibit D
3. City employees who receive COVID-19 positive test results hereunder (“COVID Positive Patients”) shall be counseled to follow up with their respective primary care provider, whether or not such primary care is obtained through UCSD.
4. COVID Positive Patients who are existing UCSD patients, or new UCSD patients who have elected to seek care with a UCSD PCP and have a pending appointment, shall receive monitoring phone calls from the UCSD Results Team during their quarantine period.
5. For all negative results, results are accessible in MyChart for individual to receive their results

EXHIBIT D

City of San Diego COVID-19 Protocol for Testing and Contacts

**City of San Diego, Human Resources
Protocol for UCSD COVID-19 Test
November 16, 2020**

The purpose of this document is to memorialize the process by which the City of San Diego's (City) Human Resource Department (HR) will handle the referral process for the use of the Agreement between the City and UCSD for COVID-19 testing services at one of their drive-up testing locations. HR's COVID-19 Team will play an integral role as internal contact tracers and will be the City's main points of contact for determining who has access to the URL specific to scheduling testing for City staff.

Upon being notified of a symptomatic City staff member or presumptive City staff member, a member of HR's COVID-19 team will reach out to the individual to assess:

1. Current and past signs and symptoms
2. Date of symptom onset
3. Last date they were in the workplace
4. All work locations visited within 48 hours prior to the onset of symptoms
5. How they were exposed (outside of work or at work)
6. When they were exposed (date/time)
7. Where they were in proximity to other City staff and duration of this exposure
8. Identify other staff members meeting close contact criteria
9. HR will then assist in determining best option for testing
 - a. Through their own primary care provider
 - i. HR to provide guidance on isolation pending test results
 - ii. Instructions for reporting of test results and next steps
 - b. Through UCSD drive-up option
 - i. They will need to confirm they are allowing the City to have access to their test results
 - ii. HR will then release the link to the individual for scheduling

The City's HR COVID-19 team will be in daily communication with UCSD staff to manage referral to testing locations and monitor after-care activities and coordination. Should the City need to change the referral protocol, UCSD will be notified of the need to change, provided an updated protocol and be given time to review before putting new protocols into place.

City Contacts:

Stacey Muraski, COVID Manager 619 602-1122 or smuraski@sandiego.gov
Florencia Costa, COVID Manager 760-500-0064 or mcosta@sandiego.gov