

**MEMORANDUM OF UNDERSTANDING (“MOU”)  
for the PROVISION OF NO-COST COVID-19 TESTING SERVICES  
BETWEEN THE COUNTY OF FRESNO  
and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL  
CORPORATION, ON BEHALF OF ITS SAN FRANCISCO CAMPUS  
as MUTUAL AID in a PUBLIC HEALTH EMERGENCY**

The Regents of University of California, on behalf of the University of California, San Francisco, (“UCSF”), enters into this mutual aid agreement with the County of Fresno on behalf of its Public Health Department (“County”) for UCSF to provide testing service for COVID-19 (“Services”) through its clinical laboratories (“UCSF Clinical Laboratories”).

UCSF has agreed based upon the public health emergency, and the collaborative effort and mutual aid objectives of this project, to provide COVID-19 testing services, including as appropriate, preparation and testing of patient specimens as detailed in the scope of work (“Amended Appendix A”) at no cost to County. Given this no-cost service, County understands and agrees that it may not bill for Medicare, Medicaid, or any other government health care program for Services provided to County under this MOU. Under certain circumstances, and as allowed by law, UCSF may be entitled to seek reimbursement for costs associated with Services provided under this agreement.

**1. Term.**

UCSF will provide Services effective May 18, 2020, and for the period through May 31, 2020, which may be extended for additional periods during the term of the existing public health emergency memorialized by mutual agreement in email between the parties and attached to this MOU document.

**2. Medical Records.**

2.1 Confidentiality. The parties agree to maintain the confidentiality of all medical records pertaining to the provision of Services under this MOU in accordance with applicable federal and state laws and regulations including but not limited to the California Confidentiality of Medical Records Information Act, codified at Section 56.10 of the California Civil Code and California Evidence Code Sections 1156 and 1157.

**3. Indemnification and Insurance.**

3.1 Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

3.2 Insurance. Each party represents that they have sufficient insurance or self-insurance to cover the activities under this MOU, and the indemnification obligations detailed above, and will provide evidence of insurance upon request of the other party.

**4. Cooperation in Disposition of Claims.**

County and UCSF agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any Services provided under this MOU. The parties shall notify one another as soon as possible of any adverse event

that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims.

**5. Counterparts; Electronic Copies.**

This MOU may be executed in one or more counterparts. Delivery of an executed counterpart of this MOU by facsimile or a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this MOU. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.

**6. Notice.**

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

If to UCSF: William Karlon, MD, PHD  
Director, UCSF Clinical Laboratories at China Basin  
UCSF Department of Laboratory Medicine  
185 Berry Street  
Suite 350, Room 381  
Box 0134  
San Francisco, CA 94143-0134  
William.Karlon@ucsf.edu

If to County: David Pomaville, Director  
County of Fresno - Department of Public Health  
P.O. Box 11867  
Fresno, California 93775  
dpomaville@fresnocountyca.gov

**7. Termination and Modification.**

Either party may terminate this MOU with or without cause, upon ten (10) days written notice to the other party. This MOU or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties. Neither party may assign, delegate or transfer the obligations and rights set forth in this MOU.

**8. Use of Name.**

The parties agree that any public use of the "UCSF," "UCSF Health," or the "University of California" name or other similar references to the University of California San Francisco, its clinicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000. County shall not advertise or use any of the UCSF Clinicians' names in any marketing materials without UCSF's prior written consent.

The parties agree that any public use of the County's name, logo, or other similar references to the County, its officers, employees, agents, or facilities, shall be subject to the prior written approval of the

County. UCSF shall not advertise or use County's name or logo in any marketing materials without County's prior written consent.

**9. Governing Law.**

This MOU shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California without regard for its conflict-of-law provision.

**COUNTY OF FRESNO**

By:   
Jean M. Rousseau  
County Administrative Officer

**UCSF**

Regents of the University of California,  
A Constitutional Corporation,  
On behalf of its San Francisco Campus

DocuSigned by:  
  
954AFF27FC6842E...

William Karlon, MD, PHD  
Director  
UCSF Clinical Laboratories at China Basin

6/12/2020  
Date: \_\_\_\_\_

## **Amended Appendix A**

**April 20, 2020**

### **Scope of Services**

#### **Services to be Provided by UCSF**

UCSF Clinical Laboratories shall provide testing services in the support of the COVID-19 Public Health Emergency as its testing capacity allows, understanding that this may vary over time due to factors outside the control of the parties. These testing services shall be provided as follows:

UCSF Clinical Laboratories shall process suspected COVID -19 specimen samples taken from patients of the DPH and its affiliated public health clinical facilities, and perform qPCR testing for COVID-19 on those samples accepted under this agreement.

The Parties agree that, due to current limits on availability of supplies for testing and PPE needed for specimen collection, testing offered by UCSF will be only for symptomatic inpatients or healthcare workers, healthcare workers with known exposure, or for symptomatic outpatients, and for asymptomatic individuals in congregate living facilities (all as determined in the clinical judgment of the applicable DPH officer or healthcare provider). DPH agrees that it will not submit samples other than those unless the parties agree in writing to expand testing to additional categories of individuals, which may be possible if necessary supplies and equipment become more available during the term of this agreement.

The DPH shall submit testing specimens in the type and format consistent with those validated for UCSF's testing program, as specified in the Lab Manual document to be shared with the DPH and UCSF Clinical Laboratories personnel may communicate changes or additions from time to time, as necessary. The parties agree to communicate regularly in order to facilitate the testing services.

UCSF will transmit test results via fax or electronically via interface as agreed to by both parties.

During the Agreement and as applicable UCSF and the DPH shall mutually develop any other required processes to effectively complete the testing services.