

MEMORANDUM OF UNDERSTANDING
Between
Department of Public Health
and
Ontario – Montclair School District (OMSD)
for
QuantiFERON Testing

WHEREAS, The Department of Public Health, herein referred to as DPH, provides QuantiFERON testing throughout San Bernardino County; and

WHEREAS, The Ontario – Montclair School District, hereinafter referred to as OMSD, desires to have QuantiFERON testing services and TB clearance provided to OMSD school volunteers; and

WHEREAS, OMSD finds DPH is qualified to provide QuantiFERON testing services and TB Clearance; and

WHEREAS, OMSD desires that such services be provided by DPH and DPH agrees to perform these services as set forth below;

NOW THEREFORE, OMSD and DPH mutually agree to the following terms and conditions:

Table of Contents

I.	DEFINITIONS	ERROR! BOOKMARK NOT DEFINED.
II.	OMSD RESPONSIBILITIES	ERROR! BOOKMARK NOT DEFINED.
III.	DPH RESPONSIBILITIES FOR QUANTIFERON TESTING	4
IV.	MUTUAL RESPONSIBILITIES	6
V.	FISCAL PROVISIONS	6
VI.	TERM.....	7
VII.	EARLY TERMINATION.....	7
VIII.	GENERAL PROVISIONS.....	7
IX.	CONCLUSION	9

I. DEFINITIONS

- A. Department of Public Health (DPH): Provides preventative health services that promote and improve the health, safety, wellbeing, and quality of life of San Bernardino County residents and visitors.
- B. Tuberculosis (TB): A life-threatening infection that primarily affects the lungs.
- C. QuantIFERON Test (QFT): Blood test used to detect latent tuberculosis infection.
- D. Federally Qualified Health Centers (FQHC): Community based health care providers that received funds from the Health Resources and Services Administration (HRSA) Health Center Program to provide primary care services in underserved areas. FQHCs must meet a stringent set of requirements, including providing care on a sliding fee scale based on ability to pay, and operating under a governing board that includes patients.
- E. Electronic Health Record (EHR): An electronic health record, or electronic medical record, is the systematized collection of patient electronically stored health information. Records are shared through network-connected, enterprise-wide information systems or other information networks and exchanges.
- F. EHR Documentation: Electronic documentation is the communication tool used by and between providers. Documenting a patient's medical record with all relevant and important facts, and having that information readily available, allows providers to furnish correct and appropriate services that can improve quality, safety, and efficiency.
- G. Memorandum of Understanding (MOU): A document describing an agreement between parties.
- H. Ontario – Montclair School District (OMSD): A preK-8 school district in San Bernardino County, California comprising the City of Montclair, the unincorporated community of Narod, and a large portion of the City of Ontario.
- I. Voucher: Vendor service voucher. Vouchers are used as a payment instrument for OMSD school volunteers to receive QFT testing from DPH.

II. OMSD RESPONSIBILITIES

OMSD shall:

- A. Refer OMSD school volunteers to designated DPH health center for TB screening, QFT collection, and TB clearance.
- B. Reimburse DPH for approved expenses according to the fee schedule in the Fiscal Provision Section of this MOU.

- C. Follow DPH auditing procedures and instructions to request and maintain voucher stock.
- D. Provide QFT vouchers to individuals requesting TB clearance.
- E. Provide a point of contact (POC) to meet with DPH quarterly or on an as needed basis to review collaborative program needs.

III. DPH RESPONSIBILITIES

DPH shall:

- A. Provide TB screening and QuantiFERON testing to OMSD school volunteers. Services shall be provided by appointment at the following FQHCs:

Hesperia Health Center

16453 Bear Valley Rd.

Hesperia, CA 92345

Tuesdays and Wednesdays 9:00 AM - 11:00 AM and 1:00 PM – 3:00 PM

Ontario Health Center

150 E. Holt Blvd. 2nd Floor

Ontario, CA 91761

Mondays, Wednesdays, and Thursdays 9:00 AM - 11:00 AM and 1:00 PM – 3:00 PM

San Bernardino Health Center

590 N D Street

San Bernardino, CA 92401

Wednesdays 9:00 AM - 11:00 AM and 1:00 PM – 3:00 PM

- B. Maintain and make available the applicable forms and instructions necessary for OMSD to issue vouchers to school volunteers.
- C. Provide voucher stock to OMSD.
- D. Provide voucher payment processing to include warrant issuance, review, verification, and reconciliation.
- E. Identify staff for OMSD to contact with any voucher payment process issues and questions.
- F. DPH shall provide TB Clearance for all clients with a negative symptom review and negative QFT test result within 10 business days of receiving the negative QFT test result. For positive QFT results or volunteers with signs and symptoms concerning TB, a letter will be provided instructing clients to follow up with their primary care provider

(PCP) following their insurance process. If a client is uninsured, they will be provided with an option to schedule an appointment with an FQHC provider, to provide clarification of results and appropriateness for chest X-ray, and follow-up care within the FQHCs. Additional fees may be required for follow up based on FQHC's charge master.

- G. For indeterminant test results, results will need to be shared with the client's PCP with recommendations made for follow-up testing. DPH can repeat testing if recommended by PCP. Repeat testing will incur an additional fee.
- H. A positive TB symptom screening could result in the client not being eligible to receive QFT testing. Client will be instructed to follow up with their PCP.
- I. Obtain a completed release of information form from the referred OMSD school volunteer to authorize the release of QFT testing consent and screening form to OMSD.
- J. Provide OMSD a monthly TB data collection report with the QFT consent and screening forms for each invoiced voucher for payment.

QFT consent and screening forms will be sent electronically to:

Ontario-Montclair School District

Brenda Rios, Health Services Administrator

Email: brenda.rios@omsd.net

- K. Maintain all electronic records and material pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. OMSD shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such electronic records and materials related to service delivery.
- L. Adhere to mutually developed grievance procedures regarding client satisfaction. All FQHC clients will be able to file complaints and grievances for resolution.
- M. Protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. DPH shall not use or disclose any identifying information for any other purpose other than carrying out DPH obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- N. DPH shall obtain and complete required electronic documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in the Term Section.

- O. Pursuant to HIPAA, DPH has implemented administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI transmitted or maintained in any form or medium.

IV. MUTUAL RESPONSIBILITIES

DPH and OMSD shall:

- A. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.
- B. Establish mutually satisfactory methods for resolving problems at the lowest possible level, with a procedure to escalate problems through each parties' respective chain of command, as deemed necessary.
- C. Develop and implement any procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. Develop procedures for resolving grievances including the specific steps a client must follow, and the time limits for resolution.

V. FISCAL PROVISIONS

- A. Reimbursements to DPH will be based on the number of vouchers processed at a yearly cost per voucher increasing by \$5 per year (approximately 4%), as followed in the table below. Tests will not exceed 1,400 tests per contract year. The cost per voucher may be reviewed and adjusted annually; adjustments must be made in writing and mutually agreed upon by both parties prior to being effective.

Contract Year	Cost Per Voucher
2025-26	\$125
2026-27	\$130
2027-28	\$135

- B. Reimbursement for services provided shall occur on a monthly basis for vouchers issued by OMSD and processed by DPH. No later than 10 calendar days following the month of service, DPH shall complete the Fiscal Administration Services transfer document for payment of voucher processing services and submit to DPH Administrative Services, with a copy to OMSD Finance Unit.
- C. DPH Administrative Services will review and approve the transfer document for payment processing.

- D. Payments shall be processed by OMSD no later than (30) days after receipt of claim for reimbursement from OMSD. DPH will send a copy of the FAS report with completed payment transaction to DPH Administrative Services and OMSD Finance Unit.

VI. TERM

This Memorandum of Understanding (MOU) shall be effective upon execution through September 30, 2028, but may be terminated earlier in accordance with the Early Termination Section of this MOU.

VII. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The OMSD Chief Business Officer or designee, is authorized to exercise the OMSD's rights with respect to any termination of this MOU.
- B. DPH will only be reimbursed for costs and non-cancelable obligations incurred prior to the date of termination. DPH will not be reimbursed for costs incurred after the date of termination.

VIII. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course dealing nor delay or failure of a party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. Both OMSD and DPH are self-insured under the laws of the State of California, for purposes of General Liability, Automobile Liability, Workers' Compensation, and Professional Liability coverage and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this agreement. All OMSD and DPH employees performing services covered under this MOU are employees of their respective agency and covered under self-insurance their respective self-insurance program.

- D. Both parties agree to defend, indemnify and hold harmless the other party, it's officers, staff, agents, and volunteers for any and all claims, losses, actions, damages and/or liability resulting from this agreement/contract from any cause whatsoever, including any costs or expenses incurred, except as prohibited by law, arising out of OMSD's or DPH's negligent or wrongful acts or omissions in connection with its performance under the herein agreement.
- E. In the event that either party is determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, OMSD and/or DPH shall indemnify the other to the extent of its comparative fault.

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IX. Conclusion

- A. This MOU, consisting of nine (9) pages and Attachments is the full and complete document describing services to be rendered by DPH to OMSD including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective sectors to the terms and conditions set forth in this document.

This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 MOU upon request.

SAN BERNARDINO COUNTY

ONTARIO-MONTCLAIR SCHOOL DISTRICT

Name: Dawn Rowe
Title: Chair, Board of Supervisors

Date: _____

Name: Phill Hillman
Title: Chief Business Officer
Address:
950 W D St,
Ontario, CA, 91762
Date: _____