

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

October 21, 2025

FROM

JOSHUA DUGAS, Director, Department of Public Health

SUBJECT

Revenue Memorandum of Understanding with the Ontario-Montclair School District for QuantiFERON Tuberculosis Testing

RECOMMENDATION(S)

1. Approve a revenue **Memorandum of Understanding No. 25-852** with Ontario-Montclair School District, including a non-standard term, to provide QuantiFERON tuberculosis testing to school volunteers, for a reimbursement amount not to exceed \$189,000 per year, effective upon execution through September 30, 2028.
2. Authorize the Chair of the Board of Supervisors, Chief Executive Officer, or Director of the Department of Public Health to accept and execute any subsequent non-substantive amendments to the Memorandum of Understanding with Ontario-Montclair School District, on behalf of the County, subject to review by County Counsel.
3. Direct the Director of the Department of Public Health to transmit any non-substantive amendments to the Memorandum of Understanding with Ontario-Montclair School District, to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Joshua Dugas, 387-9146)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

This item will not result in the use of Discretionary General Funding (Net County Cost). The revenue Memorandum of Understanding (MOU) with Ontario-Montclair School District (OMSD) for costs associated with providing QuantiFERON testing to school volunteers is expected to generate no more than \$189,000 per year, through September 30, 2028. The cost per test in 2025-26 is \$125 with an approximate 4% increase for each additional contract year. Adequate appropriation and revenue have been included in DPH's 2025-26 and will be included in future recommended budgets.

BACKGROUND INFORMATION

Approval of this MOU will allow DPH to enter into an MOU with OMSD to support the early detection of tuberculosis (TB) through QuantiFERON testing, a blood test used to diagnose TB infection. TB is a highly contagious bacterial disease and typically spreads person-to-person through coughing and sneezing. DPH will provide testing to OMSD school volunteers at three Federally Qualified Health Centers (FQHCs) located in San Bernardino, Ontario, and Hesperia.

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TB screening to school volunteers ensures that OMSD complies with California State regulations and helps prevent and control the spread of TB in communities and schools.

Under the terms of the MOU, DPH will provide OMSD testing vouchers, which are distributed to interested school volunteers. DPH will be reimbursed for each voucher redeemed, at \$125 per test for contract year 2025-26, with the cost per voucher increasing by approximately 4% each year through September 30, 2028. The amount of vouchers for any contract year shall not exceed 1,400 vouchers, resulting in a not-to-exceed amount of \$175,000 for the first contract year, a not-to-exceed amount of \$182,000 for the second contract year, and a not-to-exceed amount of \$189,000 for the third contract year. The MOU has been negotiated by the parties and includes the following non-standard contract term:

The MOU requires both parties to defend, indemnify and hold harmless the other party, its 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 or DPH's negligent or wrongful acts or omissions in connection with their respective performance under the MOU.

- County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person
- Potential Impact: By agreeing to indemnify the OMSD, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against OMSD without such limitations and the County could be responsible to defend and reimburse OMSD for costs, expenses, and damages, which could exceed the total Agreement amount.

DPH recommends approval of this MOU, including a non-standard term, so that DPH may collaborate with OMSD for QuantiFERON testing of their school volunteers. DPH will be reimbursed for the costs associated with this initiative, which is essential for the early detection of TB, allowing the school district to comply with California State regulations, and improving health outcomes for students, staff, and county residents. Recommendation No. 2 requests delegated authority to accept and execute subsequent non-substantive amendments to the MOU with OMSD. This authority is requested so that the Chair of the Board of Supervisors, Chief Executive Officer, or Director of DPH may accept and execute a non-substantive amendment on behalf of the County and expedite the amendment process.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Daniel Pasek, Deputy County Counsel, 387-5455) on September 15, 2025; and County Finance and Administration (Ilana Rodriguez, Administrative Analyst, 387-4205) on September 18, 2025.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY Lynna Monell
DATED: October 21, 2025



cc: PH - Padilla w/agree
Contractor - c/o PH w/agree
File - w/agree

CCM 10/27/2025