

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

March 15, 2022

FROM

WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center

SUBJECT

Agreement with Landauer Inc. for Radiation Dosimetry Subscription Services, Monitoring Reports, and an Online Account Management Tool (myLDR.com) for Collection and Measurement of Radiation Dose Information

RECOMMENDATION(S)

Approve **Agreement No. 22-191** with Landauer Inc., including non-standard terms, to provide radiation dosimetry subscription services, reports, and an online account management tool (myLDR.com) for collection and measurement of radiation dose information obtained through usage of Landauer's dosimeters, in the not to exceed amount of \$50,000 plus applicable taxes, for the contract term of April 1, 2022 through March 31, 2024.
(Presenter: William L. Gilbert, Director, 580-6150)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Operate in a Fiscally-Responsible and Business-Like Manner.
Provide for the Safety, Health and Social Service Needs of County Residents.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The not to exceed amount of \$50,000 plus applicable taxes is funded by State Medi-Cal, Federal Medicare, private insurances, and other departmental revenue. Funding sources may change in the future pending any legislative activity related to the repeal and/or replacement of the Affordable Care Act. Adequate appropriation and revenue have been included in the Arrowhead Regional Medical Center (ARMC) 2021-22 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

Approval of the agreement will allow ARMC to utilize the Landauer Inc. (Landauer) radiation dosimetry subscription services, reports, and an online account management tool (myLDR.com) for collection and measurement of radiation dose information. The Landauer dosimetry services ensure accurate and reliable staff monitoring and precise dose measurements in any environment where there is potential exposure to ionizing radiations and offers a complete line of service through the available devices using the latest technologies, streamlined distribution and collection of devices, the International Organization for Standardization (ISO) approved labs analyzing data collected from the devices, and reporting and recordkeeping to closely monitor for patient safety.

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Ongoing support and maintenance services are provided with the agreement to ensure the continuous service and monitoring system remains in working order.

The agreement is based on Landauer's standard terms and conditions and standard terms of use, negotiated by the parties that include the following non-standard contract terms:

1. Payment terms are Net 30 days with a finance charge of 1.5% per month for unpaid balances beyond 60 days.
 - County standard payment terms are Net 60 days with no interest or late payment penalties.
 - Potential Impact: County standard processing time is 60 days or more. Failing to pay within 60 days would result in a service charge.
2. The agreement cannot be terminated prior to the expiration date. Any terminations prior to the expiration will not result in a refund.
 - The County's standard contract permits either party to terminate the contract for convenience with 30 days written notice.
 - Potential Impact: The County is locked into this agreement for two years, and terminating the agreement early will not result in a refund of any prepaid fees.
3. Landauer is not contractually required to indemnify the County under any circumstance.
 - The standard County contract for intellectual property indemnity is: Contractor will indemnify, defend and hold harmless County and its officers, employees, agents, and volunteers from any and all third party claims, costs (including without limitations reasonable attorney's fees), and losses for infringement of any United States patent, copyright, trademark, or trade secret (Intellectual Property Rights) by any goods or services. The County standard contract general indemnity provision requires the Contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors, or omissions of any person.
 - Potential Impact: If the County is sued for any claim, including intellectual property infringement, based on its use of Landauer's products, the County may be solely liable for the costs of defense and damages, which could exceed the total contract amount.
4. The agreement does not include all of the standard County insurance requirements, including adding the County as an insured and the waiver of subrogation.
 - The County's standard contract requires contractors to carry certain insurance coverage as determined by the County's Department of Risk Management, and for contractors to add the County as an insured in their policies and to waive the right to subrogation.
 - Potential Impact: No waiver of subrogation may allow the Landauer's insurers, if any, to bring suit against the County. Not being added as an insured to Landauer's insurance policies means that the County cannot directly turn to Landauer's insurers in pursuing a claim as an additional insured under the policies.
5. Landauer limits its liability to the amounts actually paid or due to be paid for dosimetry services for the 24 months immediately preceding the date the claim is made, and limits its liability for any consequential, special, indirect, and incidental damages.

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- The standard County contract contains no limitations of liability.
- Potential Impact: Landauer limits its liability as specified above. Claims could exceed the liability cap and the contract amount leaving the County financially liable for the excess. Additionally, the County is waiving any right to recover any damages for indirect, special, incidental, and consequential damages in a claim brought against Landauer.

ARMC recommends approval of the agreement, including the non-standard terms, to provide for the health and safety of hospital staff and patients through the use of Landauer's monitoring devices and reporting capabilities available through this agreement.

PROCUREMENT

This is a noncompetitive procurement based on the products' unique functional specifications. County Purchasing recognizes the specialized nature of these products as an acceptable non-competitive justification.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on February 4, 2022; Purchasing (Ariel Gill, Buyer III, 777-0722) on February 8, 2022; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on February 23, 2022; and County Finance and Administration (Diana Atkeson, Deputy Executive Officer, 387-5423) on February 24, 2022.

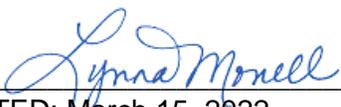
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY  _____
DATED: March 15, 2022



cc: ARMC- Gilbert w/agree
Contractor- C/O ARMC w/agree
File- w/agree
LA 03/17/2022