

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

October 22, 2024

FROM

ANDREW GOLDFRACH, ARMC Chief Executive Officer, Arrowhead Regional Medical Center

SUBJECT

Service Agreement with UMAC dba Mammo.com to Service Imaging Equipment

RECOMMENDATION(S)

Approve **Service Agreement No. 24-995** with UMAC dba Mammo.com, including non-standard terms, for the provision of service and preventative maintenance on imaging equipment in the amount of \$28,000, for the term of October 22, 2024 through October 21,2025.
(Presenter: Andrew Goldfrach, ARMC Chief Executive Officer, 580-6150)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

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 cost of \$28,000 is funded by the 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) 2024-25 budget and will be included in the 2025-26 recommended budget.

BACKGROUND INFORMATION

The Service Agreement (Agreement) with UMAC dba Mammo.com (Mammo) will provide preventative maintenance and service for ARMC's Hologic Selenia Mammography system (System), ensuring ARMC remains compliant with state routine preventative maintenance requirements. Previously, Hologic serviced the system, but as the System has reached its end of life and Hologic will no longer provide service. Mammo specializes in servicing Hologic equipment and is the only company that can provide the service to the System for ARMC. Another company that could have serviced the System has been suspended from doing business in the State of California.

The Agreement is Mammo's standard commercial agreement, which includes terms that differ from the standard County contract and omits certain County standard contract terms as follows:

1. Payment terms are net 45 days and Mammo may assess a service charge of \$500 on any past due balance.

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- 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 45 days may result in a service charge of \$500.
2. Except as to claims based on indemnification, personal injury (including death), property damage caused by Mammo at no fault of any other individual, gross negligence, willful misconduct, and violations of law, Mammo caps its liability to \$28,000.
 - The standard County contract contains no limitations of liability.
 - Potential Impact: Except for the carve-out claims specified above, Mammo caps its liability to the County at \$28,000 for any claims that arise. Claims could exceed the liability cap and the contract amount, leaving the County financially liable for the excess. It should be noted County's liability to Mammo is similarly limited.
 3. Mammo limits its indemnity obligations to claims that are caused by their own acts or omissions.
 - The standard County 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: Mammo's indemnity obligation is more limited compared to the standard County general indemnity obligation. In the event a claim arises that falls outside the scope of the Mammo's limited indemnity obligation, the County could be financially responsible for the defense of the claim and any resulting judgment/settlement.
 4. Mammo is not required to comply with all of the County's standard insurance requirements, including the automobile insurance policy limit, the aggregate limit for the commercial/general liability policy, and the duration of tail coverage.
 - The standard County contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
 - Potential Impact: Without contractually requiring Mammo to meet all of the standard County insurance requirements, the County has no reassurance that Mammo will have sufficient insurance to provide coverage in the event of a claim. Insufficient coverage could result in expenses that exceed the total contract amount, leaving the County financially liable for the claim.

ARMC recommends approval of the Agreement, including non-standard terms, to provide for the safety, health and social service needs of County residents by ensuring the System is operational and in compliance with State routine preventative maintenance requirements.

PROCUREMENT

Purchasing supports this non-competitive procurement based on Mammo's specialized credentials and expertise in servicing Hologic Selenia mammography systems. Mammo is the sole authorized provider that can service the Hologic Selenia Mammography system.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Supervising Deputy County Counsel, 387- 5455) on September 25, 2024; Purchasing (Veronica Pedace, Buyer III, 387-2464) on September 25, 2024; Risk Management (Loretta Acuña, Staff Analyst II, 386-9039) on

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September 26, 2024; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on September 27, 2024; Finance (Jenny Yang, Administrative Analyst, 387-4884) on September 30, 2024; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on October 1, 2024.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: October 22, 2024



cc: ARMC - Goldfrach w/agree
Contractor - c/o ARMC w/agree
File - w/agree
CCM 10/23/2024