

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

February 10, 2026

FROM

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

SUBJECT

Agreement with Hologic Sales and Service, LLC for Preventative Maintenance and Repairs for Digital Mammography Equipment

RECOMMENDATION(S)

Approve **Agreement No. 26-81** with Hologic Sales and Service, LLC, including non-standard terms, for preventative maintenance and repairs for mammography equipment, in the amount of \$753,778.89, with a contract term of February 10, 2026 through February 9, 2031. (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) as the cost of \$753,778.89 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) 2025-26 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

The Agreement (Agreement) with Hologic Sales and Service, LLC (Hologic) will enable Hologic to provide preventative maintenance and repair services for ARMC's Computer-Aided Detection (CAD) Hologic digital mammography equipment.

Digital imaging provides early detection of breast cancer and increases survival rates through timely treatment, thus emphasizing the need to ensure the equipment remains operational. This, in turn, provides higher quality patient care for county residents.

The Agreement with Hologic is based on its standard commercial, negotiated by the parties, which deviate from the standard County contract terms as follows:

1. The County may terminate the Agreement without cause with 60 days' written notice, but if Hologic has permed services above \$10,000 within 180 days prior to the termination date, Hologic will invoice the County for such services at the prevailing rates.

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- The County standard contract gives the County the right to terminate the contract, for any reason, with a 30-day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
 - Potential Impact: Upon any termination by the County without cause, the County may be required to pay what is equivalent to a cancellation fee depending on the value of services the County received prior to the termination date. Additionally, the County must be mindful of the extended notice period for a termination without cause.
2. Payment terms are Net 30 days with a 15-day grace period.
- 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 material breach of the Agreement, which could allow Hologic to terminate the Agreement and seek other legal remedies, including charging the County interest at a rate
3. Except for claims of indemnification, gross negligence violations of law, personal injury, or property damage solely caused by the negligence or willful misconduct of Hologic, Hologic limits its liability to \$752,789.47.
- The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess.
4. Hologic limits its indemnity obligations to claims arising out of their negligence or willful misconduct, or their failure to comply with applicable laws.
- The County standard contract general 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: Hologic'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 Hologic's limited indemnity obligation, the County could be financially responsible for the defense of the claim and any resulting judgment/settlement.
5. Venue is in the state or federal courts of California
- County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: Having a venue outside of San Bernardino County for a dispute may result in additional expenses to the County that might not have been incurred if venue was in the county.
6. Tail coverage for claims-made policies is limited to three years after contract completion.
- The County standard contract required tail coverage to be a minimum of five years after contract completion.
 - Potential Impact: In the event a claim arises after three years from the contract completion date, the County could be solely financially liable for the defense of the claim and any resulting settlement/judgment.

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ARMC recommends approval of the Agreement with Hologic, including the non-standard terms, to allow ARMC to maintain and repair the digital mammography equipment, providing crucial tools for accurate screenings and early detection of breast cancer.

PROCUREMENT

Purchasing supports this non-competitive agreement based on specialized credentials/expertise/training. Hologic is the only qualified vendor that provides preventative maintenance and repairs services for ARMC's existing Hologic Mammography equipment.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Supervising Deputy County Counsel, 387-5455) on January 21, 2026; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on January 21, 2026; Purchasing (Veronica Pedace, Buyer III, 387-2464) on January 21, 2026; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on January 29, 2026; and County Finance and Administration (Jenny Yang, Administrative Analyst, 387-4884) on January 21, 2026.

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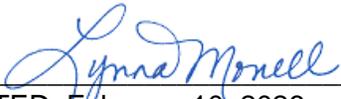
Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.

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

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: February 10, 2026



cc: ARMC - Goldfrach w/agree
Contractor - c/o ARMC w/agree
File - w/agree

CCM 02/11/2026