

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

443



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:  
January 29, 2013

SUBJECT: Dedicated Biopsy Services (DBS)

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Ratify and authorize the Purchasing Agent to increase the aggregate amount of the professional services contract between Riverside County Regional Medical Center and Dedicated Biopsy Services (DBS) for an aggregate amount of \$81,000, effective September 01, 2012; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance 459, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation not to exceed ten percent above the annual aggregate amount of the contract.

(Continued on page two)

*Douglas D. Bagley*  
Douglas D. Bagley, Hospital Director

FINANCIAL  
DATA

Current F.Y. Total Cost: \$ 81,000  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: Yes  
Budget Adjustment: No  
For Fiscal Year: 2012/2013

SOURCE OF FUNDS: 100% Hospital Enterprise Funds

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: February 5, 2013  
xc: RCRMC, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-46

FORM APPROVED COUNTY COUNSEL  
DATE: 1/31/13  
BY: NEAL R. KIPNIS  
PURCHASING & FLEET SERVICES: Robert Howdysmith, Director  
Departmental Concurrence

**BOARD OF SUPERVISORS**

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**SUBJECT:** Dedicated Biopsy Services (DBS)

**BACKGROUND:**

In accordance with Board Policy A-18 and in accordance with Ordinance 459.4; the professional service agreement was developed without securing competitive bids for medical services with Dedicated Biopsy Services (DBS), for an aggregate amount of \$25,000 to provide mobile stereotactic breast biopsy services. RCRMC conducted internet research and performed consultation surveys with six other hospitals/clinics that utilize this type of service. There are no other mobile services available within the geographic area that provides this service. This type of procedure helps detect if a patient has breast cancer in addition, benefits the hospital to avoid any unnecessary delays which will determine a better outcome for the patient.

DBS agreed to provide temporary mobile services while the hospital replaces the un-repairable equipment table. Until the hospital obtains OSHPD approval for the installation of the new table, an additional \$56,000 to the initial amount is needed to provide continued care for our patients. Therefore, the Hospital Director requests that the Board approve the abovementioned motions.

**PRICE REASONABLENESS:**

DBS charges for each completed stereotactic biopsy at a rate equivalent to the other hospitals surveyed.

**REVIEW/APPROVAL:**

County Purchasing  
County Counsel

**ATTACHMENT(S):**

Mobile Stereotactic Biopsy Service Agreement

DB:ns

Date: January 8, 2013

From: Douglas Bagley, Hospital Director Department/Agency: RCRMC

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for (Mobile Stereotactic Breast Biopsy Service)

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:**  
Mobile Stereotactic Breast Biopsies
2. **Supplier being requested:**  
Dedicated Biopsy Services (DBS)
3. **Alternative suppliers:**  
There are no other mobile services available.
4. **Extent of market search conducted:**  
Internet research and consultation survey with six (6) other hospitals/clinics that utilize this service.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**  
DBS provides temporary mobile services until the hospital is able to replace the current un-repairable equipment (table). This allows the hospital to continue providing uninterrupted services and keep control of our patients' process.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**  
This type of procedure helps indicate/detect if a patient has breast cancer and will benefit the hospital to avoid any unnecessary delays which will determine a better outcome for the patient.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:**  
DBS will only charge the hospital for each completed stereotactic biopsy at a rate equivalent to the other hospitals surveyed. The hospital will provide the medical supplies for the exam which the radiologists may require. The requested contract aggregate amount shall not exceed \$81,000.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).**  
No.
9. **Period of Performance:**  
The additional \$56,000 will cover the period between September 01, 2012 through June 30, 2013 (or until the hospital obtains OSHPD approval for the equipment).

R Bagley 1/10/13  
Department Head Signature Date

Purchasing Department Comments:

☒ Approve ☐ Approve with Condition/s ☐ Disapprove  
Not to exceed: \$ 811,000 ☐ One time ☐ Annual Amount through \_\_\_\_\_  
M. McDuff 1/17/2013 13-294  
Purchasing Agent Date Approval Number  
(Reference on Purchasing Documents)

## MOBILE STEREOTACTIC BIOPSY SERVICE AGREEMENT

This Service Agreement by and between Riverside County Regional Medical Center ("Facility") and Dedicated Biopsy Services ("DBS"), entered into on May 25<sup>th</sup>, 2012 is for the provision of a mobile stereotactic guided biopsy services utilizing mobile digital stereotactic breast biopsy and mobile vacuum assisted biopsy equipment and the payment for such services.

Whereas, Facility is in the business of providing general radiology and healthier service to its patients; and

Whereas, DBS is in the business of providing mobile Stereotactic Breast Biopsy services as herein below set forth and defined; and

Whereas, the parties hereto desire to enter into an exclusive Agreement whereby DBS will provide its services and expertise to Facility,

Now, therefore, in consideration of the premises and the promises each to the other herein made, the parties do mutually agree as follows:

### 1. DESCRIPTION OF SERVICES:

DBS agrees during the term of this Agreement to provide stereotactic breast biopsy equipment in a mobile configuration; a certified Radiologic Technologist experienced in stereotactic breast biopsies, and a female assistant, on a pre-arranged mutually acceptable schedule.

DBS staff performing services on-site shall have annual health screening to include a tuberculosis (TB) test, and or Cest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Pertussis/TDAP, Hepatitis B, and a general physical examination clearance.

DBS staff shall be orientated to Facilities fire, disaster, department specific procedures, and infection control practices by Facility.

DBS staff shall possess and wear a photographic identification card supplied by DBS.

DBS staff performing said services shall check in with Facilities Materials Management and Plant Operations each time they arrive on-site as part of Facilities protocols.

DBS agrees to provide documentation of each stereotactic biopsy performed.

Facility agrees to provide suitable, secure site for the mobile system.

Facility agrees to provide accredited physicians to perform the procedure, interpret the clinical results, and such support staff as may be necessary.

## MOBILE STEREOTACTIC BIOPSY SERVICE AGREEMENT

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### 2. TERM:

The primary term of this Agreement is and shall be effective upon signature by both parties, with the option to renew for four (4) additional periods, renewable in one-year increments by written amendment, unless terminated earlier.

### 3. SUPPLIES, COLLECTION, AND NURSING:

All necessary disposable biopsy and Mammotome supplies with the exception of the biopsy tray shall be provided by the Facility and shall remain the property thereof.

The Facility will control the billing and collection for the service components and will subsequently retain all revenue for these services.

Nursing and other health maintenance personnel necessary to insure patient stability shall be the sole responsibility of Facility whenever such services are needed.

DBS shall provide, maintain in good operating condition and repair all related equipment necessary for the provision of services and provide documentation to Facility Plant Operations in accordance with County Equipment Management Plan. The reports of equipment maintenance shall include upgrades and equipment status.

DBS shall provide equipment maintenance logs and calibration certification as required by Joint Commission, for all equipment brought on-site.

DBS shall adhere and cooperate with Facility inspection of all equipment each time DBS is on-site.

DBS shall show evidence of regular preventative maintenance and service in accordance with the equipment manufacturer's recommendation and or specifications.

### 4. PAYMENT FOR SERVICES:

Payment as herein below set forth shall be independent of billing to patients or the collection thereof.

Facility shall reimburse DBS for services performed and compensation shall be paid in accordance with an invoice submitted to Facility by DBS at the end of each calendar month.

Facility agrees to distribute to DBS its payment for said service No Later Than 60 Days beyond the indicated invoice billing date of any such invoiced monthly services. In accordance with California Government Code section 926.10, Facility is not allowed to pay excess interest and late charges.

The amount of said payment to DBS shall be based on \$450 (Four Hundred Fifty Dollars) for each completed stereotactic biopsy.

DBS understands that the facility intends to purchase the necessary biopsy disposables with the exception of the biopsy tray directly from the manufacture; however in the event

## **MOBILE STEREOTACTIC BIOPSY SERVICE AGREEMENT**

that the facility elects to purchase biopsy disposables from DBS the price will be as follows:

- \$20.00 (Twenty Dollars) for each biopsy tray which includes: Sterile Tray- 2-10 cc syringes, 1-3 cc syringe, Needles varies sizes (18ga, 22ga, 25ga), Scalpel, Sterile 4 x 4's, Hemostats, Mosquitoes, Forceps, Sterile q-tips, Sterile pen, Container for specimens, Steri-strips, Alcohol swabs, Betadine swabs, Sodium Bicarbonate, 1% lidocaine with epinephrine, 1% lidocaine without epinephrine, Sterile drape, and Sterile gloves.
- \$405.00 (Four Hundred And Five Dollars) for each 11 gauge stereotactic biopsy kit, namely, 11 gauge probe, guide, tubing, marker, canister, and biopsy tray.
- \$425.00 (Four Hundred And Twenty Five Dollars) for each 8 gauge stereotactic biopsy kit, namely, 8 gauge probe, guide, tubing, marker, canister, and biopsy tray.

For each incomplete stereotactic biopsy where Facility is at fault for incompleteness, there will be a flat fee of \$250.00 (Two Hundred Fifty Dollars). For each incomplete stereotactic biopsy where DBSA is at fault for incompleteness, Facility shall not be charged any fees nor obligated to pay any other fees.

If no shore power is available payment for generator use is \$25 (Twenty-five Dollars) per biopsy.

### **5. INDEPENDENT CONTRACTOR:**

DBS is and shall remain an independent contractor and is not and shall not be considered an employee of Facility. Employees of DBS shall not be regarded as employees or agents of Facility, for the payment of any and all employer's taxes, such as FICA, unemployment, worker's compensation, and Facility shall not be responsible for these taxes nor any fringe benefits programs for DBS's employees.

### **6. INSURANCE:**

DBS shall, concurrently with this Agreement, provide proof of Insurance Certification demonstrating public liability and malpractice protection of not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

### **7. AGREEMENT TERMINATION:**

This Agreement may be terminated by either party by giving the other thirty (30) days written advance notice of said termination.

### **8. EXCLUSIVE AGREEMENT:**

The parties hereto acknowledge that they have read this Agreement, understand and agree to be bound by its terms, and agree that it is the complete and exclusive statement of Agreement between the parties, which supersedes all others. No change in, modification, or revision of the Agreement shall be valid unless made in writing and signed by an

**MOBILE STEREOTACTIC BIOPSY SERVICE AGREEMENT**

Authorized Agent of both parties. The facility agrees to not employ any other mobile breast biopsy service provider while under contract for services with DBS.

**9. VALIDITY:**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder shall be interpreted and construed pursuant to and in accordance with the Laws of the State of California. Should any part of said Agreement be determined unlawful, it is agreed and understood that the remaining terms and conditions of said Agreement shall still constitute a valid Agreement between the parties.

**10. ASSIGNMENTS:**

This Agreement shall be binding with prior written consent. DBS is to receive at least (90) days written advance notice of any such anticipated administrative change in order for its agents to consider appropriate professional advice.

**11. REGULATORY COMPLIANCE:**

DBS agrees to follow Facility's universal precautions policies and procedures. DBS will meet or exceed JCAHO standards and state/federal regulatory requirements.

DBS agrees to maintain a Quality Management Plan to evaluate DBS employees, patient care, facility satisfaction and service performance a minimum of one time annually. The Plan is carried out in written and oral form and through direct observation. It is compiled into quarterly reports, employee reviews, and competency assessments.

Accepted and Agreed:  
Dedicated Biopsy Services

By: Shawn Michael

Title: President

Dated: 5/24/2012

Accepted and Agreed:

Riverside County Regional Medical Center

By: [Signature]

Title: PCS

Dated: MAY 24, 2012