



Los Angeles County
Board of Supervisors

June 04, 2013

Gloria Molina
First District

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Second District

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Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

**APPROVAL OF AMENDMENT TO AGREEMENT WITH THE UNIVERSITY
OF SOUTHERN CALIFORNIA FOR PACEMAKER SURVEILLANCE
MONITORING SERVICES AT LAC+USC MEDICAL CENTER AND THREE
COMPREHENSIVE HEALTH CENTERS
(FIRST SUPERVISORIAL DISTRICT)
(3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
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www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*

SUBJECT

Authorize the Department of Health Services to execute an Amendment to an Agreement with the University of Southern California to extend the term of the Agreement for a period of one year, increase the per patient visit rate for the services, and increase the overall maximum obligation for the Agreement. In addition, authorize delegated authority to increase the maximum obligation in the event of unanticipated workload increases for pacemaker surveillance monitoring services at LAC+USC Medical Center and three Comprehensive Health Centers.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an Amendment to Agreement No. H-703000 with the University of Southern California (USC) effective upon Board approval to: (i) extend the term for the period July 1, 2013 to June 30, 2014 for the continued provision of pacemaker surveillance monitoring services for Department of Health Services (DHS) patients from LAC+USC Medical Center (LAC+USC MC) and three Comprehensive Health Centers (CHCs), El Monte CHC, H. Claude Hudson



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CHC and Edward R. Roybal CHC; (ii) increase the per patient visit rate from \$75 to \$85 per patient visit; (iii) update standard terms and conditions; iv) update the Statement of Work (SOW) for enhanced service levels; and (v) increase the maximum obligation by \$85,000 for the extension period.

2. Delegate authority to the Director, or his designee, to amend the Agreement with USC to increase the maximum obligation for the extension period by no more than ten percent (10%) or \$8,500, if the workload increases for pacemaker surveillance monitoring services, subject to review and approval by County Counsel and with notice to the Board and Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

USC provides pacemaker surveillance monitoring services through USC's Cardiac Clinic to LAC +USC MC and CHC patients with Cardiac Implantable Rhythm Management (CIRM) devices, namely cardiac pacemakers and cardiac defibrillators. The current Agreement with USC expires June 30, 2013. Approval of the first recommendation will enable the Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to extend the Agreement term for one year, increase the compensation rate to USC for each patient visit, update standard terms and conditions, revise the SOW for enhanced service levels, and increase the maximum obligation for the extension period.

CIRM devices require regular follow-up clinic visits to not only assess routine issues of battery depletion, but also random component failure, electrical lead malfunctions, troubleshooting suspected abnormalities and intervening remotely to correct identified abnormalities. The goals of the pacemaker surveillance monitoring services are to obtain maximum device longevity and patient safety while treating their cardiac conditions. In addition to clinic visits, USC provides follow up visits after implantation, as well as 24 hour on call answering services for DHS patients.

USC has maintained the same per patient visit price for the last six years without any rate increases. The recommended Amendment includes a revised SOW that takes into consideration an enhanced level of remote monitoring, which was factored into the increased per visit patient rate of \$85. Another contributing factor to the rate increase is advances in CIRM technology. LAC+USC MC reports that in recent years pacemaker survival rates have increased and heart failures during hospitalizations have decreased. Pacemakers now last longer; whereas they used to last 5 to 7 years and they now last 10 to 15 years before requiring a generator change out. Implantable cardiac defibrillators used to last 3 to 5 years and now last 5 to 10 years. As a result, these pacemakers and cardiac defibrillators require long-term follow-up at various intervals. In addition, USC has implemented enhanced service levels which require additional staff time by technicians and/or physicians resulting in increased costs. One of the benefits of the increased remote monitoring is that device problems can be identified and resolved in a timelier manner, resulting in fewer hospital visits when a remote adjustment to the monitoring device is done.

Approval of the second recommendation will enable the Director to amend the Agreement to increase the maximum obligation by up to ten percent (10%) or a maximum of \$8,500 in the event the workload increases during the extension period. In addition to the advances in technology, the percentage of patients medically eligible for implanted devices has increased significantly. This increase has resulted in more patients utilizing the pacemaker surveillance monitoring services.

Implementation of Strategic Plan Goals

The recommended action supports Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated cost for these services for FY 2013-14 is \$85,000. Funding is included in the Department's FY 2013-14 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS has contracted with USC for pacemaker surveillance monitoring services for many years. On June 12, 2007, the Board approved the current agreement with USC, for the period July 1, 2007 through June 30, 2013, at a compensation rate of \$75 per patient visit, with a maximum obligation of \$252,000. Subsequently, the Board approved an Amendment to increase the maximum obligation to \$309,000 as a result of an increased workload.

Improved technology of implantable devices has significantly increased the percentage of LAC+USC MC patients with devices that have remote follow-up capability. Such improvements have caused USC to enhance the service level it now provides, necessitating additional staff time (and USC physician time when issues are identified) in the USC Cardiac Clinic.

The services under this Agreement are provided intermittently on a part-time basis and as needed and therefore not required to meet Proposition A requirements.

The Amendment adds and updates Board required standard terms and conditions, with the exception of indemnification. Through the negotiation process the parties agreed to retain the indemnification language that has been in the Agreement since it was originally executed. This indemnification limits USC's liability to its negligent acts and/or omissions. The associated risk continues to be low enough that doing so is acceptable to keep this language as-is for one additional year. CEO Risk Management was consulted and advised that although the current indemnification leaves the County with more risk exposure than the County standard would provide, it is ultimately more favorable than the mutual indemnification USC proposed during negotiations.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

USC has an established cardiac clinic, as well as the remote monitoring capabilities in place. DHS has determined that LAC+USC MC patients with CIRMs are better served by continuing the long-standing relationship between the USC doctors who implant pacemakers and defibrillators and provide the subsequent pacemaker surveillance monitoring services. Therefore, DHS has determined it is in the best interests of the County and the patients to not solicit for these critical patient services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure continuity of patient care for pacemaker surveillance monitoring services at LAC+USC MC and three CHCs.

Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:rf

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

PACEMAKER SURVEILLANCE MONITORING SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day of _____, 2013,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

UNIVERSITY OF SOUTHERN
CALIFORNIA
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled, "PACEMAKER SURVEILLANCE MONITORING SERVICES AGREEMENT", dated July 1, 2007, further identified as Agreement No. H-703000 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of the Agreement for a period of one year, update the Statement of Work, increase the per patient visit rate, and increase the maximum obligation for pacemaker surveillance monitoring services at LAC+USC Medical Center and three Comprehensive Health Centers, all described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment, which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, TERM, shall be deleted in its entirety and replaced as follows:

"1. TERM:

- A. The term of this Agreement shall commence on July 1, 2007, and shall continue in full force and effect to and including June 30, 2014, unless sooner canceled or terminated as provided herein.

- B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.”
3. Agreement, Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced as follows:

“5. MAXIMUM OBLIGATION OF COUNTY:

- A. The maximum obligation for County for all services provided hereunder shall not exceed Three Hundred and Nine Thousand Dollars (\$309,000), for the period of July 1, 2007 through June 30, 2013.
 - B. The maximum obligation for County for all services provided hereunder shall not exceed Eighty-Five Thousand Dollars (\$85,000), for the period of July 1, 2013 through June 30, 2014.
 - C. The County's Director of Health Services may increase the maximum obligation of the Agreement by no more than Eight Thousand Five Hundred Dollars (\$8,500). Any such increase shall be done by an amendment to this Agreement that is signed by both parties.”
4. Agreement, Paragraph 8, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced as follows:

“8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division

313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance, following County's request for such information, shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.”

5. Agreement, Paragraph 9, INSURANCE COVERAGE REQUIREMENTS, shall be deleted in its entirety and replaced as follows:

“9. INSURANCE COVERAGE

9.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million

Each Occurrence: \$1 million

9.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law."

9.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

6. Agreement, Paragraph 11, COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, shall be deleted in its entirety and replaced by Paragraph 11, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), as follows:

“11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH):

- 11.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information , and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA/HITECH.
- 11.2 The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA/HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 11.3 Contractor and County understand and agree that each is independently responsible for HIPAA/HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA/HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.

- 11.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA/HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."
7. This Agreement's Standard Provisions is hereby amended to add Paragraph 48, BACKGROUND AND SECURITY INVESTIGATIONS, as follows:

"48. BACKGROUND AND SECURITY INVESTIGATIONS:

- 48.1 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, provided the fees are reasonable, and such fees shall be due regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 48.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 48.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 48.4 Disqualification, if any, of the Contractor's staff, pursuant to this Paragraph 48, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement."
8. This Agreement's Standard Provisions is hereby amended to add

Paragraph 49, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, as follows:

“49. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.”

9. This Agreement’s Standard Provisions is hereby amended to add Paragraph 50, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, as follows:

“50. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

50.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

50.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

10. This Agreement’s Standard Provisions is hereby amended to add Paragraph 51, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, as follows:

“51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 5.D - Contractor’s Warranty of

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

UNIVERSITY OF SOUTHERN
CALIFORNIA _____
Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

MHK:KH:ja

board letter pacemaker surveillance 13-14 amendment no 2 05.16.13 300 pm