Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Director

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

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To improve health through leadership, service and education.

www.dhs.lacounty.gov

January 13, 2009

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

Dear Supervisors:

APPROVAL OF A DONATION AGREEMENT AMENDMENT WITH THE LARRY KING CARDIAC FOUNDATION (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

Request approval to extend the term of an Agreement with The Larry King Cardiac Foundation to continue to accept donation of cardiac care devices for indigent patients at LAC+USC Medical Center (LAC+USC).

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Interim Director of Health Services (Director), or his designee, to execute Amendment No. 1 to The Larry King Cardiac Foundation Agreement No. H-701855 to extend the term of the Agreement for the provision of cardiac care devices, effective February 1, 2009 through January 31, 2012 at no cost to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended amendment, substantially similar to Exhibit I, will extend the current Agreement with The Larry King Cardiac Foundation (Foundation) for three years. Under the current Agreement, the Foundation donates cardiac care devices (e.g., stents, pacemakers, defibrillators and heart valves) for indigent patients at LAC+USC in need of cardiac specialty services or suffering from severe or chronic cardiac distress. The current Agreement expires on January 31, 2009.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Fiscal Responsibility, and Goal 7, Health and Mental Health of the County Strategic Plan.

FISCAL IMPACT/FINANCING

Since February 1, 2006 through October 31, 2008, the Foundation has provided a total of 157 cardiac devices at no cost to the County which has resulted in cost savings to the County of $604,273. Attachment A provides cost savings by Fiscal Year and specific device. LAC+USC will continue to provide the physicians and support services associated with cardiac procedures. Per the Agreement, the Foundation will continue to provide approximately 100 cardiac care devices each year, valued up to $750,000 per year during the extended term. LAC+USC may realize a potential cost savings of up to $2.25 million over the extended three-year Agreement period.

Funding for LAC+USC operations, including cardiac care, is included in the Department's FY 2008-09 Final Budget and will be requested in future years.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

On January 17, 2006, your Board approved a County-Foundation partnership project, effective February 1, 2006 through January 31, 2009 to provide cardiac care devices to individuals who, due to limited means or inadequate insurance, might otherwise be unable to receive the treatment and care they need.

The Foundation ensures that patients with limited means receive proper medical attention. Certain medical devices are funded through the Agreement to Foundation eligible patients who must meet the following minimum criteria: a) patient is a U.S. citizen or has legal right to be in the U.S.; b) patient has no health insurance (public or private) and no financial ability to pay for the procedures; c) patient has not been convicted of a felony; and d) patient signs the Foundation media and privacy waiver forms. The County's only obligation is to submit forms completed by patients to obtain approval of eligibility from the Foundation. The County is not responsible for verifying or ensuring patient eligibility. The County will continue to provide cardiac treatment and devices to County responsible indigent patients who are not eligible under Foundation criteria.

The Department is requesting an extension of this Agreement effective February 1, 2009 through January 31, 2012, with no change in contracted terms.

Either the Foundation or the County may terminate the Agreement with a 30-day prior written notice.

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

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will assist LAC+USC to continue to provide life-saving medical devices to indigent patients receiving cardiac care services at LAC+USC.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

JFS: skd

Attachments (2)

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

Attachment A

LARRY KING CARDIAC PROGRAM
SAVINGS BY FISCAL YEAR
As of 10/31/2008

FISCAL YEAR	DEVICE	QTY.	UNIT COST* (approx.)	SAVING (approx.)
FY2005-06	Stent	16	$2,700	$43,200
	Pacemaker	5	7,849	39,245
	Defibrillator/ICD	1	25,520	25,520
FY2005-06 Total		***22***		***$107,965***
FY2006-07	Stent	61	$2,700	$164,700
	Pacemaker	8	7,849	62,792
	Defibrillator/ICD	1	25,520	25,520
	Heart Valve	5	5,047	25,235
FY2006-07 Total		***75***		***$278,247***
FY2007-08	Stent	45	$2,700	$121,500
	Pacemaker	5	7,849	39,245
	Defibrillator/ICD	1	25,520	25,520
	Heart Valve	1	5,047	5,047
FY2007-08 Total		***52***		***$191,312***
FY2008-09	Stent	7	$2,700	$18,900
	Pacemaker	1	7,849	7,849
FY2008-09 Total		***8***		***$26,749***
Grand Total		**157**		**$604,273**

* The cost of the cardiac devices if purchased by the County.

Exhibit I

Contract No. H-701855-1

THE LARRY KING CARDIAC FOUNDATION
CARDIAC DEVICES DONATION AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and THE LARRY KING CARDIAC FOUNDATION (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "THE LARRY KING CARDIAC FOUNDATION CARDIAC DEVICES DONATION AGREEMENT" and further identified as County Agreement No. H-701855 (hereafter "Agreement");

WHEREAS, it is the intent of the parties hereto to extend the Agreement through January 31, 2012 and make other hereinafter described changes.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on February 1, 2009.

2. Paragraph 6, TERM OF AGREEMENT, shall be revised to read as follows:

"6. TERM OF AGREEMENT: February 1, 2006 through January 31, 2012. This Agreement may be canceled or terminated at any

time by either party, with or without cause, in whole or in part, when such action is deemed by County or the Foundation to be in its best interest, upon the giving of at least thirty (30) calendar days advance written notice to the other."

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

THE LARRY KING CARDIAC FOUNDATION
Contractor

By _____
Signature

Larry King, Jr.
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION