

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 SUPPLEMENTAL AGREEMENT

2 31012

3 THIS SUPPLEMENTAL AGREEMENT is made and entered, in duplicate,
4 as of February 25, 2009, for reference purposes only, pursuant to a minute order adopted
5 by the City Council of the City of Long Beach at its meeting on FEBRUARY 17, 2009,
6 by and between COMMUNITY HOSPITAL OF LONG BEACH, a public benefit
7 corporation, whose address is 1720 Termino Avenue, Long Beach, California 90804
8 ("HOSPITAL"), and the CITY OF LONG BEACH, a municipal corporation ("CITY").

9 WHEREAS, the parties executed Agreement No. 31012 on January 30,
10 2009, wherein HOSPITAL agreed to provide emergency medical services with respect to
11 persons booked into the Long Beach City Jail and in the custody of Long Beach Police
12 Department ("LBPD") and victims of certain crimes; and

13 WHEREAS, now the parties wish to extend the services and care
14 HOSPITAL shall provide to inmates who require hospitalization;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants and
16 conditions herein, the parties agree as follows:

17 A. In accordance with California Penal Code 4015 (c), nothing in this
18 Agreement shall be construed or interpreted in a manner that would impose upon the City
19 of Long Beach or the Long Beach Police Department (LBPD) any obligation to pay the
20 cost of medical services rendered to any individual in need of immediate medical care
21 who has been arrested by the Long Beach Police Department and transported to
22 Community Hospital of Long Beach or any other local hospital or medical facility prior to
23 being delivered to and received at the CITY jail or other detention facility for booking.
24 Although the CITY has agreed to pay Community Hospital of Long Beach a flat fee for
25 emergency medical services, the payment of such fee is not meant to impose an
26 obligation upon the CITY or the Long Beach Police Department to compensate
27 Community Hospital of Long Beach for providing medical services to persons not booked
28 into the Long Beach City Jail as described in California Penal Code 4015 (c).

1 **HOSPITALIZATION FEE**

2 B. City agrees to pay HOSPITAL for services provided to inmates
3 (those booked into the Long Beach City Jail) who are **hospitalized** from the HOSPITAL's
4 Emergency Room. CITY agrees to pay HOSPITAL Three-Thousand Two Hundred
5 Dollars (\$3,200.00) per day for such care, not to exceed One-Hundred Ten Thousand
6 dollars (\$110,000.00) annually. CITY must receive invoices for hospitalization within
7 thirty (30) days of patient admittance. CITY has forty-five (45) days after receiving
8 hospitalization invoices to render payment to Hospital. CITY is not responsible for
9 payment of hospitalization charges of patients other than those booked into the Long
10 Beach City Jail prior to being transported to HOSPITAL. LBPD will seek to
11 geographically disperse subjects not booked in need of hospitalization to other local
12 hospitals and will work with HOSPITAL to seek alternative facilities for booked inmates
13 requiring extensive-hospitalization.

14 **TERM**

15 C. The term of this Agreement shall commence at midnight on October
16 1, 2008, and shall terminate at 11:59 p.m. on September 30, 2009. CITY shall have an
17 option to renew this Agreement by amendment for two additional one (1) year periods
18 from the date of the expiration hereto, at the discretion of the Long Beach City Manager.

19 D. Either party hereto may terminate this Agreement at any time by
20 giving the other party written notice thereof at least Thirty-days (30) prior to the effective
21 date of such termination. It is agreed that if the CITY intends to renew this Agreement,
22 CITY shall notify HOSPITAL Ninety (90) days prior to the expiration date. HOSPITAL
23 shall be required to submit any price increase to the City Purchasing Agent for approval,
24 at least Sixty (60) days prior to expiration of the Agreement. CITY reserves the right to
25 accept or reject any price increase, and to cancel the renewal notice if the price increase
26 is not acceptable.

27 **INSURANCE**

28 E. As a condition precedent to the effectiveness of this Agreement,

1 HOSPITAL shall procure and maintain at HOSPITAL's expense for the duration of this
2 Agreement from insurance companies that are admitted to write insurance in California or
3 from authorized non-admitted insurance companies that have ratings of or equivalent to
4 A:VIII by A.M. Best Company:

5 (1) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
7 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000)
8 general aggregate. Such coverage shall include but not be limited to broad form
9 contractual liability, cross liability independent contractors liability, and products
10 and completed operations liability. The CITY, its officials, employees and agents
11 shall be named as additional insured by endorsement (on the CITY's endorsement
12 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG
13 20 26 11 85), and this insurance shall contain no special limitations on the scope
14 of protection given to the CITY, its officials, employees and agents.

15 (2) Workers' Compensation insurance as required by the Labor
16 Code of the State of California and employer's liability insurance in an amount not
17 less than One Million Dollars (\$1,000,000) per occurrence.

18 (3) Professional errors and omissions liability insurance in an
19 amount not less than One Million Dollars (\$1,000,000) per claim.

20 (4) Commercial automobile liability insurance (equivalent in scope
21 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not
22 less than Five Hundred Thousand Dollars (\$500,000) combined single limit per
23 accident.

24 (5) Self-insurance program, self-insured retention, or deductible
25 must be separately approved in writing by CITY's Risk Manager or designee and
26 shall protect CITY, its officials, employees and agents in the same manner and to
27 the same extent as they would have been protected had the policy or policies not
28 contained retention or deductible provisions. Each insurance policy shall be

1 endorsed to state that coverage shall not be reduced, non-renewed or canceled in
2 coverage except after thirty (30) days prior written notice to CITY, and shall be
3 primary and not contributing to any other insurance or self-insurance maintained
4 by CITY, its officials, employees and agents. HOSPITAL shall notify the CITY in
5 writing within five (5) days after any insurance required herein has been voided by
6 the insurer or cancelled by the insured.

7 (6) HOSPITAL shall require that all contractors and
8 subcontractors which HOSPITAL uses in the performance of services hereunder
9 maintain insurance in compliance with this Section unless otherwise agreed in
10 writing by City's Risk Manager or designee.

11 (7) Prior to the start of performance hereunder, HOSPITAL shall
12 deliver to CITY certificates of insurance and required endorsements, including any
13 insurance required of HOSPITAL's contractors and subcontractors, for approval as
14 to sufficiency and form. The certificates and endorsements for each insurance
15 policy shall contain the original signature of a person authorized by that insurer to
16 bind coverage on its behalf. In addition, HOSPITAL shall, within thirty (30) days
17 prior to expiration of the insurance required hereunder, furnish to CITY certificates
18 of insurance and endorsements evidencing renewal of such insurance. CITY
19 reserves the right to require complete certified copies of all said policies of
20 HOSPITAL and HOSPITAL's contractor and subcontractors at any time.
21 HOSPITAL shall make available to CITY all books, records and other information
22 relating to the insurance coverage required herein during normal business hours.

23 (8) Any modification or waiver of the insurance requirements
24 herein shall only be made at the request of the City department administering this
25 Agreement and with the written approval of the CITY's Risk Manager or designee.
26 Not more frequently than once a year, the CITY's Risk Manager or designee may
27 require that HOSPITAL, HOSPITAL's contractors and subcontractors change the
28 amount, scope or types of coverages required herein if, in his or her sole opinion,

1 the amount, scope, or types of coverages are not adequate.

2 (9) The procuring or existence of insurance shall not be
3 construed or deemed as a limitation on liability relating to HOSPITAL's
4 performance of services or as full performance of or compliance with the
5 indemnification provisions of this Agreement.

6 **INDEPENDENT CONTRACTOR**

7 F. In performing services hereunder, HOSPITAL is an independent
8 contractor and not an employee, agent, or representative of the CITY. HOSPITAL
9 acknowledges and agrees that CITY will not secure workers' compensation or pay
10 unemployment insurance to, or on HOSPITAL's behalf nor provide any of the usual
11 rights, benefits or privileges of CITY employees.

12 **RECIPROCAL INDEMNITY**

13 G. HOSPITAL shall defend, protect, indemnify and hold the CITY, its
14 officials, employees, and agents harmless from and against any and all claims, suits,
15 causes of action, losses, damages, demands, liabilities, costs and expenses including
16 reasonable attorney's fees, whether or not reduced to judgment or paid through
17 settlement, which may be asserted against CITY, its officials, employees and agents
18 attributable to or caused directly or indirectly by HOSPITAL, its employees or agents in
19 the performance of this Agreement, or caused by any alleged negligent or intentional act,
20 omission or misrepresentation by HOSPITAL, its employees or agents, which act,
21 omission or misrepresentation is connected in any way with performance of this
22 Agreement.

23 CITY shall defend, protect, indemnify and hold HOSPITAL, its officials,
24 employees, and agents harmless from and against any and all claims, suits, causes of
25 action, losses, damages, demands, liabilities, costs and expenses including reasonable
26 attorney's fees, whether or not reduced to judgment or paid through settlement, which
27 may be asserted against HOSPITAL, its officials, employees and agents attributable to or
28 caused directly or indirectly by CITY, its employees or agents in the performance of this

1 Agreement, or caused by any alleged negligent or intentional act, omission or
2 misrepresentation by CITY, its employees or agents, which act, omission or
3 misrepresentation is connected in any way with performance of this Agreement.

4 **NONDISCRIMINATION**

5 H. In connection with the performance of this Agreement and subject to
6 applicable rules and regulations, HOSPITAL shall not discriminate against any
7 arrestee/inmate brought to HOSPITAL by LBPD because of race, religion, national origin,
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
9 disability.

10 **NOTICES**

11 I. Any notices required or desired to be given hereunder shall be in
12 writing and personally served or deposited in the U.S. Postal Service, first class, postage
13 prepaid to HOSPITAL at the address first stated herein and to CITY at 333 West Ocean
14 Boulevard, Long Beach, California 90802 Attn: City Manager.

15 **AMENDMENT**

16 J. This Agreement, including all Exhibits, shall not be amended, nor
17 any provision waived, except in writing signed by the parties which expressly refers to
18 this Agreement.

19 **LAW**

20 K. This Agreement shall be governed by and construed according to the
21 laws of the State of California.

22 **ENTIRE AGREEMENT**

23 L. This Agreement including all exhibits constitutes the entire
24 understanding of the parties and supersedes all other agreements, oral or written, with
25 respect to the subject matter herein.

26 **COSTS**

27 M. In the event that there is any legal proceeding between the parties to
28 enforce or interpret this Agreement or to protect or establish any rights or remedies

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1 hereunder, the prevailing party shall be entitled to its costs and expenses, including
2 reasonable attorney's fees.

3 **WAIVER**

4 N. The acceptance of any services or the payment of any money by the
5 CITY shall not operate as a waiver of any provision hereof, or of any rights or remedies
6 hereunder. The waiver of any breach of any provision of this Agreement shall not
7 constitute a waiver of any other or subsequent breach.

8 IN WITNESS WHEREOF, the parties have caused this document to be duly
9 executed with all formalities required by law on the date first stated above.

10 COMMUNITY HOSPITAL OF LONG BEACH,
11 a public benefit corporation

12 MARCH 13, 2009

By [Signature]
President

RAYMOND M. JANKOWSKI
Type or Print Name

14 MARCH 17, 2009

By [Signature]
Secretary

SHIRLEY NARET
Type or Print Name

17 "Hospital"

18 CITY OF LONG BEACH, a municipal
19 corporation

20 March 26, 2009

By [Signature] Assistant City Manager
City Manager

21 "City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

23 This Agreement is approved as to form on March 20, 2009.

24 ROBERT E. SHANNON, City Attorney

25 By [Signature]
26 DEPUTY
27
28