

1 into the Long Beach City Jail as described in California Penal Code 4015 (c).

2 **SCOPE OF SERVICES**

3 B. HOSPITAL shall provide the following medical services to CITY for a
4 flat monthly fee not to exceed \$41,667.00 per month or \$500,000.00 for the term of the
5 agreement:

6 (1) Twenty-four (24)-hour Emergency Department Services for
7 inmates and those in the custody of LBPD (and no others) who require medical
8 services to include but not limited to emergency medical evaluation/treatment.

9 (2) An "Individual Patient Treatment Space" available on a high
10 priority basis twenty-four (24) hours a day that contains appropriate and properly
11 functioning equipment.

12 (3) Provide priority emergency room services minimizing the wait
13 time for initial evaluation/treatment of any person in the custody of LBPD,
14 transported to HOSPITAL by LBPD and assure minimum delay in the medical
15 evaluation, completion of tests/exams and rendering medical treatment.

16 (4) Obtain blood specimens from persons brought to HOSPITAL
17 by LBPD for purpose of analysis of the blood by the LBPD for the presence of
18 drugs or alcohol.

19 (5) HOSPITAL staff shall refrain from interfering with LBPD's
20 ability to maintain custody or security procedures of arrestees/inmates. LBPD will
21 work along with HOSPITAL staff to ensure medical care can be rendered without
22 compromising safety and security of arrestees, HOSPITAL staff, or other patients.

23 (6) HOSPITAL staff shall only request information from
24 arrestees/inmates that directly relates to rendering medical care for the subject
25 and shall not request information or discuss non-medical related information with
26 arrestees/inmates.

27 (7) The parties agree to conduct and participate in quarterly
28 meetings to discuss the terms and conditions of this Agreement and other issues

1 related to rendering care to persons under this Agreement.

2 C. Under this Agreement, CITY is only responsible for those persons
3 booked or in the custody of LBPD that are brought to HOSPITAL by LBPD. Pursuant to
4 California Penal Code section 4015 (c) CITY will not pay and the parties agree that the
5 CITY is not obligated to pay for medical services (and related supplies) to persons
6 transported to the HOSPITAL by any other entity or agency.

7 D. CITY shall pay HOSPITAL the flat fee of \$41, 667.00 on the last day
8 of each month included in the term of this Agreement. The HOSPITAL shall within (30)
9 days of service provided, submit detailed invoice(s) to the City, which include patient
10 name, date of service, treatment provided, cost for medical services provided to each
11 patient, and insurance or other payments received for medical care provided.

12 ADMINISTRATIVE TASKS

13 E. HOSPITAL shall perform the following administrative tasks:

14 (1) Obtain information from persons presented to the HOSPITAL
15 for emergency treatment under this Agreement (whether or not those persons are
16 booked into the City's Jail) regarding third party insurance.

17 (2) Obtain signed patient releases for consent to receive
18 treatment and to release all medical information to the CITY's medical personnel in
19 accordance with Titles 15 and 24 of the California Code of Regulations and
20 California Penal Code Section 4015.

21 (3) Provide adequate and clear medical information to the CITY's
22 medical personnel on all persons receiving treatment under this Agreement.

23 (4) Submit invoices to third party insurance carriers for all
24 treatment given to persons presented by law enforcement personnel when said
25 persons have not been booked into the CITY Jail prior to treatment.

26 (5) Submit invoices to the Los Angeles County Sheriff or the
27 Orange County Sheriff for medical services provided by HOSPITAL in accordance
28 with California Penal Code Section 4011.10.

1 (6) HOSPITAL shall keep an itemized record of all services
2 performed by HOSPITAL for CITY under this Agreement, which records shall be
3 made available at all reasonable times for inspection by the City Manager and City
4 Auditor, or their authorized representatives.

5 (7) With respect to Section (B)(1) above, HOSPITAL shall only
6 provide Emergency Department medical services (and related supplies) to
7 persons booked or in the custody of the LBPD and no other persons. HOSPITAL
8 shall not request a booking number for any person or request information from
9 LBPD relating to the booking of any individual brought into the Emergency
10 Department by LBPD. The CITY will not pay and the parties agree that the CITY
11 is not obligated to pay compensation hereunder to the HOSPITAL, except
12 compensation for medical services (and related supplies) for persons booked and
13 in the custody of the LBPD consistent with State law.

14 F. HOSPITAL shall be responsible to render payment to the physicians
15 that the HOSPITAL uses to provide medical services under this Agreement. It is agreed
16 CITY shall have no obligation to pay these physicians directly. The total compensation to
17 be paid under this Agreement shall not exceed Five Hundred Thousand Dollars
18 (\$500,000.00).

19 **TERM**

20 G. The term of this Agreement shall commence at midnight on October
21 1, 2008, and shall terminate at 11:59 p.m. on September 30, 2009. CITY shall have an
22 option to renew this Agreement by amendment for two additional one (1) year periods
23 from the date of the expiration hereto, at the discretion of the Long Beach City Manager.

24 H. Either party hereto may terminate this Agreement at any time by
25 giving the other party written notice thereof at least Thirty-days (30) prior to the effective
26 date of such termination. It is agreed that if the CITY intends to renew this Agreement,
27 CITY shall notify HOSPITAL Ninety (90) days prior to the expiration date. HOSPITAL
28 shall be required to submit any price increase to the City Purchasing Agent for approval,

1 at least Sixty (60) days prior to expiration of the Agreement. CITY reserves the right to
2 accept or reject any price increase, and to cancel the renewal notice if the price increases
3 is not acceptable.

4 INSURANCE

5 I. As a condition precedent to the effectiveness of this Agreement,
6 HOSPITAL shall procure and maintain at HOSPITAL's expense for the duration of this
7 Agreement from insurance companies that are admitted to write insurance in California or
8 from authorized non-admitted insurance companies that have ratings of or equivalent to
9 A:VIII by A.M. Best Company:

10 (1) Commercial general liability insurance (equivalent in scope to
11 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
12 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000)
13 general aggregate. Such coverage shall include but not be limited to broad form
14 contractual liability, cross liability independent contractors liability, and products
15 and completed operations liability. The CITY, its officials, employees and agents
16 shall be named as additional insured by endorsement (on the CITY's endorsement
17 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG
18 20 26 11 85), and this insurance shall contain no special limitations on the scope
19 of protection given to the CITY, its officials, employees and agents.

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

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

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

1 (5) Self-insurance program, self-insured retention, or deductible
2 must be separately approved in writing by CITY's Risk Manager or designee and
3 shall protect CITY, its officials, employees and agents in the same manner and to
4 the same extent as they would have been protected had the policy or policies not
5 contained retention or deductible provisions. Each insurance policy shall be
6 endorsed to state that coverage shall not be reduced, non-renewed or canceled in
7 coverage except after thirty (30) days prior written notice to CITY, and shall be
8 primary and not contributing to any other insurance or self-insurance maintained
9 by CITY, its officials, employees and agents. HOSPITAL shall notify the CITY in
10 writing within five (5) days after any insurance required herein has been voided by
11 the insurer or cancelled by the insured.

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

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

28 (8) Any modification or waiver of the insurance requirements

1 herein shall only be made at the request of the City department administering this
2 Agreement and with the written approval of the CITY's Risk Manager or designee.
3 Not more frequently than once a year, the CITY's Risk Manager or designee may
4 require that HOSPITAL, HOSPITAL's contractors and subcontractors change the
5 amount, scope or types of coverages required herein if, in his or her sole opinion,
6 the amount, scope, or types of coverages are not adequate.

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

11 **INDEPENDENT CONTRACTOR**

12 J. In performing services hereunder, HOSPITAL is an independent
13 contractor and not an employee, agent, or representative of the CITY. HOSPITAL
14 acknowledges and agrees that CITY will not secure workers' compensation or pay
15 unemployment insurance to, or on HOSPITAL's behalf nor provide any of the usual
16 rights, benefits or privileges of CITY employees.

17 **RECIPROCAL INDEMNITY**

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

28 CITY shall defend, protect, indemnify and hold HOSPITAL, its officials,

1 employees, and agents harmless from and against any and all claims, suits, causes of
2 action, losses, damages, demands, liabilities, costs and expenses including reasonable
3 attorney's fees, whether or not reduced to judgment or paid through settlement, which
4 may be asserted against HOSPITAL, its officials, employees and agents attributable to or
5 caused directly or indirectly by CITY, its employees or agents in the performance of this
6 Agreement, or caused by any alleged negligent or intentional act, omission or
7 misrepresentation by CITY, its employees or agents, which act, omission or
8 misrepresentation is connected in any way with performance of this Agreement.

9 **NONDISCRIMINATION**

10 L. In connection with the performance of this Agreement and subject to
11 applicable rules and regulations, HOSPITAL shall not discriminate against any
12 arrestee/inmate brought to HOSPITAL by LBPD because of race, religion, national origin,
13 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
14 disability.

15 **NOTICES**

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

20 **AMENDMENT**

21 N. This Agreement, including all Exhibits, shall not be amended, nor
22 any provision waived, except in writing signed by the parties which expressly refers to
23 this Agreement.

24 **LAW**

25 O. This Agreement shall be governed by and construed according to the
26 laws of the State of California.

27 **ENTIRE AGREEMENT**

28 P. This Agreement including all exhibits constitutes the entire

1 understanding of the parties and supersedes all other agreements, oral or written, with
2 respect to the subject matter herein.

3 **COSTS**

4 Q. In the event that there is any legal proceeding between the parties to
5 enforce or interpret this Agreement or to protect or establish any rights or remedies
6 hereunder, the prevailing party shall be entitled to its costs and expenses, including
7 reasonable attorney's fees.

8 **WAIVER**

9 R. The acceptance of any services or the payment of any money by the
10 CITY shall not operate as a waiver of any provision hereof, or of any rights or remedies
11 hereunder. The waiver of any breach of any provision of this Agreement shall not
12 constitute a waiver of any other or subsequent breach.

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

15 COMMUNITY HOSPITAL OF LONG BEACH,
16 a public benefit corporation

17 JANUARY 22, 2009

18 By [Signature]
19 President

20 RAYMOND M. JANKOWSKI
21 Type or Print Name

19 January 22, 2009

20 By [Signature]
21 Secretary

22 SHIRLEY NARET
23 Type or Print Name

24 "Hospital"

25 CITY OF LONG BEACH, a municipal
26 corporation

24 Jan 30, 2009

25 By [Signature] Assistant City Manager
26 City Manager

27 "City"

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ROBERT E. SHANNON, City Attorney
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Long Beach, CA 90802-4664

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This Agreement is approved as to form on JANUARY 22, 2009.

ROBERT E. SHANNON, City Attorney

By 