

1 AGREEMENT

2 29238

3 THIS AGREEMENT is made and entered, in duplicate, as of May 1, 2005 for  
4 reference purposes only, pursuant to a minute order adopted by the City Council of the City  
5 of Long Beach at its meeting on June 21, 2005, by and between COMMUNITY HOSPITAL  
6 OF LONG BEACH, a public benefit corporation, whose address is 1720 Termino Avenue,  
7 Long Beach, California 90804, ("Hospital"), and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, the City requires a local hospital to provide emergency services  
10 with respect to persons booked by its Police Department and victims of certain crimes; and

11 WHEREAS, the Hospital is willing and able to provide said emergency  
12 medical services required by the City at a reasonable cost; and

13 WHEREAS, the City desires the Hospital to provide said emergency medical  
14 services for the City;

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

17 1.A. The Hospital shall provide the following medical services to the City at  
18 the rates shown on Exhibit "A" attached hereto and incorporated herein by this reference,  
19 and in accordance with the standards on Exhibit "B" attached hereto and incorporated  
20 herein by this reference:

21 (i) Twenty-four (24) hour emergency room services for inmates of  
22 City's Jail booked by the Long Beach Police Department ("LBPD") who  
23 require medical treatment.

24 (ii) A "Private Room" available on a high priority basis twenty-four (24)  
25 hours a day that contains appropriate and properly functioning gynecological  
26 equipment for use by City's police surgeons and LBPD personnel in the  
27 examination of sexual assault and child sexual abuse victims.

28 (iii) Extraction of blood from persons brought to the Hospital by LBPD

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1 personnel for purpose of analysis of the blood by the LBPD for the presence  
2 of drugs or alcohol. All supplies related to the testing shall be furnished by  
3 the City.

4 B. Hospital shall immediately call the LBPD when a person is presented for  
5 treatment by any law enforcement agency to ask whether or not that the person has  
6 actually been booked by the LBPD into the City's Jail. Hospital shall not request a booking  
7 number if the person has not yet been booked. If and only if the person has been booked,  
8 Hospital shall obtain the booking number from LBPD. No compensation is due to the  
9 Hospital from the City if these procedures are not followed.

10 C. Hospital shall perform the following administrative tasks: (i) obtain  
11 information from persons presented to the Hospital for emergency treatment under this  
12 Agreement (whether or not those persons are booked into the City's Jail) regarding third  
13 party insurance; (ii) obtain signed patient releases for consent to receive treatment and to  
14 release all medical information to the City's medical personnel in accordance with Titles 15  
15 and 24 of the California Code of Regulations and California Penal Code Section 4015; (iii)  
16 provide adequate and clear medical information to the City's medical personnel on all  
17 persons booked into the City's Jail and receiving treatment under this Agreement; (iv)  
18 assure minimum delay in evaluating persons presented under this Agreement by the LBPD  
19 due to the criticality of having a police officer stay with these persons during the time  
20 treatment is rendered and a decision made to hospitalize; (v) submit invoices to third party  
21 insurance carriers for all treatment given to persons presented by law enforcement  
22 personnel when said persons have not been booked into the City's Jail prior to treatment;  
23 and (vi) submit invoices to the Los Angeles County Sheriff or the Orange County Sheriff  
24 for medical services provided by Hospital in accordance with Penal Code Section 4015.

25 D. With respect to Sub-section 1(A)(i), the Hospital shall only provide  
26 emergency medical services (and related supplies) to inmates of the Long Beach City Jail  
27 who have actually been booked into the Jail by the LBPD under this Agreement and to no  
28 other persons. The City will not pay and the parties agree that the City is not obligated to

1 pay compensation hereunder to the Hospital except compensation for medical services  
2 (and related supplies) to inmates actually booked into the Jail by the LBPD and  
3 compensation for extracting blood and compensation for the "private room" under the  
4 circumstances described above. The City will not pay and the parties agree that the City  
5 is not obligated to pay for medical services (and related supplies) to other persons  
6 transported to the Hospital by the LBPD or any other entity or agency.

7 E. Inmates who are hospitalized from the emergency room are not covered  
8 by this Agreement but are covered by a separate Purchase Order between the parties.

9 2. The term of this Agreement shall commence at midnight on May 1, 2005,  
10 and shall terminate at 11:59 p.m. on April 30, 2006. The City shall have an option to renew  
11 this Agreement by amendment hereto after authorization by City's City Council.

12 3. Hospital shall keep an itemized record of all services performed by  
13 Hospital for City under this Agreement, which records shall be made available at all  
14 reasonable times for inspection by the City Manager and City Auditor, or their authorized  
15 representatives.

16 4. City shall pay Hospital within forty-five (45) days following receipt from  
17 Hospital of invoices for these services and for which payment has not previously been  
18 made by City to Hospital provided, however, that: (a) Hospital shall submit all invoices  
19 within forty-five (45) days after the end of the month in which services were performed and  
20 any invoices submitted after such time will not be paid; and (b) Hospital shall submit  
21 invoices on behalf of and render payment to the physicians that the Hospital uses to  
22 provide medical services under this Agreement, after such medical services have been  
23 provided hereunder and the City shall have no obligation to pay these physicians directly.  
24 The total compensation to be paid under this Agreement shall not exceed Three Hundred  
25 Thousand Dollars (\$300,000).

26 5. Either party hereto may terminate this Agreement at any time by giving to  
27 the other party written notice thereof at least thirty (30) days prior to the effective date of  
28 such termination.

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1           6. Any notices required or desired to be given hereunder shall be in writing  
2 and personally served or deposited in the U.S. Postal Service, first class, postage prepaid  
3 to Hospital at the address first stated herein and to the City at 333 West Ocean Boulevard,  
4 Long Beach, California 90802 Attn: City Manager.

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

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

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

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

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

28           Any self-insurance program, self-insured retention, or deductible must be

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

10 Hospital shall require that all contractors and subcontractors which Hospital  
11 uses in the performance of services hereunder maintain insurance in compliance with this  
12 Section unless otherwise agreed in writing by City's Risk Manager or designee.

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

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

1 herein if, in his or her sole opinion, the amount, scope, or types of coverages are not  
2 adequate.

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

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

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

20           10. This Agreement, including all exhibits, shall not be amended nor any  
21 provision or breach thereof waived except in writing signed by the parties.

22           11. This Agreement shall be governed by and construed according to the  
23 laws of the State of California.

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

27           13. 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 14. The acceptance of any services or the payment of any money by the City  
4 shall not operate as a waiver of any provision hereof, or of any rights or remedies  
5 hereunder. The waiver of any breach of any provision of this Agreement shall not  
6 constitute a waiver of any other or subsequent breach.

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

9 COMMUNITY HOSPITAL OF LONG BEACH,  
10 INC., a public benefit corporation

11 \_\_\_\_\_, 2005

By [Signature]  
12 President

Raymond M. Jankowski  
(Type or Print Name)

13 \_\_\_\_\_, 2005

By [Signature]  
14 Secretary

Robert H. Goebel MD  
(Type or Print Name)

"Hospital"

16 CITY OF LONG BEACH, a municipal corporation

17 8/26, 2005

By [Signature] ASSISTANT  
18 EXECUTED City Manager

19 TO SECTION 301 OF  
"City" THE CITY CHARTER.

20 This Agreement is approved as to form on 8/18, 2005.

21 ROBERT E. SHANNON, City Attorney

22 By [Signature]  
23 Senior Deputy

# Exhibit "A"

EXHIBIT "A"  
COMMUNITY HOSPITAL OF LONG BEACH

2005 ER Prices

Prioritization Fee*	\$ 175.00
ER Level 2	\$ 228.80
ER Level 3	\$ 504.40
ER Level 4	\$ 685.10
ER Level 5	\$ 938.60
EKG	\$ 78.00

\* NOTE: this fee may only be initiated to provide priority service to Long Beach Police Officers transporting patients to the Community Hospital of Long Beach Emergency Room. This is a per patient fee. Fee may be assessed for any Patient transported by Long Beach Police Department and may not be Assessed with any other fees on this schedule.

**COMMUNITY HOSPITAL OF LONG BEACH****2005 Medical Supplies Prices**

4 Prong Splint	\$10.40
ABG Kit	\$5.46
Ace Bandage	\$5.20
Alumiform Splint	\$3.12
Angiocath	\$6.40
Arm Sling	\$9.88
Butterfly Set	\$13.00
Cardiac Monitor	\$33.80
Cath Tray Foley	\$15.60
Cautery	\$26.00
C-Collar	\$26.00
Cold Pack	\$6.18
Colles Splint	\$52.00
Crutches	\$32.50
Cysto Irrigation Set	\$15.60
Dermabond	\$45.50
Dressing	
Large	\$15.60
Medium	\$7.80
Small	\$3.90
Legal Blood Draw	\$15.00
E-Wald	\$26.00
Fiberglass Splint	\$32.50
Kling	\$5.20
Knee immobilizer	\$46.80
Lumbar Puncture Tray	\$52.00
NG Tube	\$4.68
Nose Clamp	\$2.60
O2 mask	\$2.50
Oxygen Setup	\$13.00
Oxygen/hr	\$6.50
Primary Admin. Filter	\$7.80
Pulse Ox	\$19.50
Restraint Limb Holder	\$7.80
Restraint Vest	\$20.80
Scapel	\$2.73
Shoulder Immobilizer	\$36.40
Staple Gun	\$39.00
Steri-Strip	\$2.60
Suction Liner	\$7.80

**2005 Medical Supplies Prices Cont'd**

<b>Surgical Gloves</b>	<b>\$7.12</b>
<b>Suture Material</b>	<b>\$19.50</b>
<b>Suture Removal Set</b>	<b>\$2.60</b>
<b>Suture Tray</b>	<b>\$15.60</b>
<b>Truclose chest tube</b>	<b>\$195.00</b>
<b>Vein Prep Kit</b>	<b>\$2.60</b>

COMMUNITY HOSPITAL OF LONG BEACH

2005 Medication Prices

Alcaine	\$45.73
Activated Charcoal	\$2.50
Albuterol ud	\$2.50
Amoxicillin 1 gm	\$2.50
Ancel 1 gm	\$2.52
Atrovet ud	\$2.50
Coumadin	\$2.50
Ativan 2mg IV	\$2.94
Darvocet	\$2.50
Fluorescein strips	\$2.50
Inapsine	\$2.50
INH 300mg tab	\$2.50
Keflex 250mg cap	\$2.50
Magnesium Sulfate 2ml	\$2.50
Motrin	\$2.50
MVT inj	\$10.61
Normal Saline 1000ml	\$3.25
Pepcid 20mg inj	\$2.50
Pepcid 20mg tab	\$2.50
Procardia 30mg XL	\$2.50
Reg. Insulin	\$24.80
Romazicon 5ml	\$131.69
Romazicon 10ml	\$209.46
Rocephin 500mg vial	\$62.58
Rocephin 1gm vial	\$107.09
Theodur	\$2.50
Thiamine	\$2.50
Toradol 30mg inj	\$5.54
Toradol 60mg inj	\$5.77
Tetanus inj	\$19.60
Vicodin	\$2.50

**COMMUNITY HOSPITAL OF LONG BEACH****2005 Lab Prices**

AB Screen Coombs ABO group RH type	\$28.60
ABG's	\$42.90
Acetone	\$10.73
Amylase	\$21.45
ASA	\$35.75
Basic Metabolic Panel (Chem 8)	\$48.62
Beta HCG Qual.	\$22.88
Beta HCG Quant.	\$50.05
Collection and Handling	\$21.45
CPK	\$17.16
Culture (all Cultures)	\$42.90
Differential Study	\$28.60
Digoxin	\$28.60
Dilantin	\$35.75
Drug Screen Urine, In house STAT	\$50.05
Gram Stain	\$21.45
Hemogram Survey	\$28.60
Hepatic Panel	\$37.18
HIV	\$22.19
Lactic Acid	\$25.85
Organism Identification	\$28.60
Phenobarbital	\$28.60
Prothrombin Time	\$17.16
PTT	\$21.45
RPR	\$17.16
Sensitivity	\$35.75
Tegretol	\$18.10
Troponin	\$35.75
Tylenol Level	\$35.75
Urinalysis	\$21.45
Urine Microscopic	\$14.30
Vag/PAP Smear	\$35.75
Valproic Acid	\$17.59

**COMMUNITY HOSPITAL OF LONG BEACH**

**2005 Radiology Prices**

Spine 1 view	\$107.90
Clavicle 2 views	\$93.60
Shoulder 2 views	\$101.40
Toes 3 views	\$85.80
Fingers 3 views	\$85.80
Heel 2 views	\$109.20
Knee/patella 3 views	\$119.60
Lower Leg 2 views	\$101.40
Tib/Fib	\$101.40
Abdomen 1 view	\$106.80
Foot 2 views	\$96.20
Elbow 2 views	\$97.50
Chest 1 view	\$117.00
Pelvis 1 view	\$109.20
Humerus 2 view	\$123.50
Nasal Bones	\$119.60
Sternum	\$140.40
Femur 2 views	\$126.10
Soft tissue neck	\$127.40
Scapula	\$169.00
Foot 3 views	\$115.70
Ankle 3 views	\$113.10
Hand 3 views	\$115.70
Facial bones, limited	\$120.90
Wrist 3 views	\$113.10
Skull complete	\$182.00
Skull limited	\$124.80
CT pelvis w/o contrast	\$728.00
CT pelvis w/ contrast	\$903.50
CT Abdomen w/ contrast	\$903.50
CT Lung w/o contrast	\$676.00
CT Lung w/ contrast	\$773.50
CT Abdomen w/o contrast	\$728.00
CT Cervical Spine	\$107.90
Hip Unilateral Com 2 view	\$132.60
Shoulder 3 views	\$127.40
Abdomen 2 views	\$182.00
Thoraco-Lumbar	\$128.70
Chest 2 views	\$128.70
Bilateral Ribs	\$208.00

2005 Radiology Prices Cont'd

Ribs unilateral	\$169.00
T-spine 3 views	\$197.60
Mandible complete	\$235.30
Orbits 4 views	\$221.00
LS Spine	\$214.50
Bilat forearm	\$192.40
Bilat lower legs	\$192.40
Bilat Tib/fib	\$192.40
Facial bones Complete	\$186.55
US pelvis transvag	\$240.50
ABD 2 view/cheat 1 view	\$231.40
C-spine w/ obliques	\$253.50
LS Spine w/ obliques	\$245.70
US vascular venous	\$468.00
US OB Complete	\$430.30
CT Com - Sag	\$374.40
CT Head w/o contrast	\$703.30
CT Head w/ contrast	\$819.00

# Exhibit "B"

ED E&M Worksheet

PTS	VALUE	DESCRIPTION	PTS	VALUE	DESCRIPTION
<b>CATEGORY A</b>			<b>CATEGORY C</b>		
	1/visit	Tri age/Registration		3-visit	Conscious Sedation monitoring
				2-visit	Crutch Training
	1/visit, cu	Assist restraint/mobility/feeding/bathing		1/visit	EKG ED Staff
	1/15 min	Set-up pt. Assist during ED physician procedure		4/visit	Legal Drug Screen Breath Alcohol w/consent
	1/proc	Set-up pt. Assist during non-ED physician specialty procedure		2/visit	Monitoring EKG Non-Invasive B:P Pulse Oximetry
				1/visit	
	1/set	Orthostatic vital signs		1/visit	
	1/3sets	3 sets of vital signs		1/visit	Oxygen Administration
				1/visit	Phlebotomy/Specimen Collection by ED staff
	1/out of ED	Monitor patient during specialty procedure out of ED (e.g., CT, Ultrasound)			
					<b>TOTAL POINTS: Category C</b>
	1/visit	Phone orders for patient care from MD			<b>CATEGORY D</b>
	1/visit	Arrange for transportation home (taxi, van, BLS)		1/15 min	1:1 Monitoring & Education (Restraints)
				1 for each	One Touch (glucometer)
	2/proc	Prepare patient for surgery		4/unit	Blood Transfusion per unit
	1/visit	Arrange for admission		1/visit	Care of tubes (GI, chest tube, etc.)
	3/visit	Arrange for transfer to another facility		3/site	Dressings Complex (pressure, complicated) Moderate (gauze/xeroform) Simple (bandaid)
	1/visit	Discharge instructions given & reviewed		2/site	
		<b>TOTAL POINTS: Category A</b>		1/site	
		<b>CATEGORY II</b>		2/visit	Foley catheter care/Straight Cath/Ubag
	1/draw	ABG draw		1/site	IV care/medications and site prep Convert prehospital IV to SL Start Saline Lock Pre-hospital IV Maintained Maintain critical care IV drip Start IV maintenance fluids
	4/visit	Burn Care - 20% BSA only		2/site	
	4/visit	Cardioversion/Defibrillation		1/site	
	4/visit	CPR/ACLS		2/med	
	1/proc	EENT procedures (including slit-lamp)		2/site	
	3	External Pacer Maker			Other medication administration PO/suppository/topical SQ/IM/IV/Piggyback
	2	Insertion of orogastric tube/NGT		1/visit	
	4	Intubation/ET tube care (includes suction)		2/inj.	
	2/site	Irrigation of Eye/Wound/Ear or Stomach lavage		4	Post-mortem care (includes all arrangements)
	1/tx	Nurse initiated breathing treatment		1/proc	Suction procedure (not through ET tube)
					<b>TOTAL POINTS: Category D</b>
	2/site	Orthopedic Appliances			<b>TOTAL POINTS: All Categories</b>
	1/site		Complex (OCL, etc.)		
		Simple (splint/sling/immob./ACE wrap)			
	1/site	Steri-strip closure		<u>Points</u>	<u>Circle Level</u>
	1	Vaginal Exam		1-2	Level 1
	1/proc	Visual Acuity-FH T-Venous Doppler		3-5	Level 2
	1/site	Wound Care (Cleaning, debridement)		6-10	Level 3
				11-15	Level 4
		<b>TOTAL POINTS: Category B</b>		16-20	Level 5
				21+	Level 6

**PLACE PATIENT LABEL HERE**

Nurse Signature (required): \_\_\_\_\_