



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

0 185

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061

(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

AGENDA: April 27, 1999

March 29, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: APPROVAL OF NEW MASTER AGREEMENT FOR MENTAL HEALTH

Dear Board Members:

During the last year, Community Mental Health has been experiencing an increased demand for medical transcription services. Transcription is customarily done by clerical support staff in permanent County positions; however, recently the demand for transcription has been unpredictable. Workload fluctuates in accordance with the number of Court referrals for assessments, the number of clinical crises, and the demand for services through the new Managed Care program.

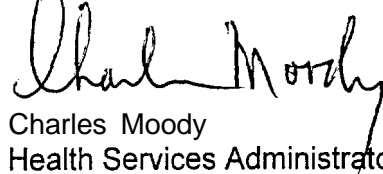
At times of peak demand, turnaround times for medical dictation of approximately one month have become common. This is unacceptable in a medical setting and can result in degraded clinical care and coordination of services.

In order to shorten transcription time in an environment of unpredictable, fluctuating need for transcription services, Mental Health proposes to utilize contractors at the rate of \$15 per hour as back-up during times of peak demand. This agreement will provide for up to 360 hours of transcription at a cost not to exceed \$5,400, and will assure that essential medical records are processed in a timely manner. These costs will be absorbed within the Mental Health Services budget, and no additional County funds are required.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached Master Agreement for the Transcription of Medical Records (Budget Index 363141, Subobject 3665), and authorize the Health Services Administrator to sign.

Sincerely,


Charles Moody
Health Services Administrator

CM:PS:ep
Attachments

RECOMMENDED



Susan Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor Controller
County Counsel
HSA Administration
Community Mental Health Administration

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF 'AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES/Mental Health (Dept.)
C. Morch (Signature) 4/9/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County Of Santa Cruz (Mental Health & Sub. Abuse) (Agency) and various medical transcriptionists (Master Agreement) (Name & Address)
- The agreement will provide Transcription of medical records from dictaphone onto the County Health Services CO-STAR data system.
- The agreement is needed to provide the above.
- Period of the agreement is from April 20, 1999 to June 30, 1999
- Anticipated cost is \$ 5,400 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Auditor: This is a new Master Agreement to be added to the 1999/2000 List of Continuing Agreements.
- Appropriations are budgeted in 363141 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. COTBD 0081824 Date 4/16/1999
are not will be

GARY A. KNUTSON, Auditor - Controller

By Ronald A. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By _____ Date _____

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod

'To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____

_____ 19 _____

By _____ County Administrative Officer

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Index No.: 363141
Subobject: 3665
Contract No.: CO8TBD

01188

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
MASTER AGREEMENT**

Transcription of Medical Records

This Contract is entered into this _____ day of _____ 1999, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called **COUNTY**, and _____ hereinafter called **CONTRACTOR**. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

To transcribe medical records from dictaphone onto the County Health Services Mental Health COSTAR data system.

2. COMPENSATION. in consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

A rate of \$15.00 per hour. Compensation includes all private mileage and per diem necessary to accomplish the result contracted for.

3. TERM. The term of this Agreement shall be from date of execution until terminated by either party in accordance with Paragraph #4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

- A. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purposes of this paragraph shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance of the duties set forth in Paragraph 1 (Duties) of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR.
- B. COUNTY shall exonerate, indemnify, defend, and hold harmless CONTRACTOR from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CONTRACTOR may sustain or incur or which may be imposed upon them for injury to or death or in any manner connected with the COUNTY'S performance under the terms of the Agreement, excepting any liability arising out of the

sole negligence of the CONTRACTOR. Such indemnification includes any damage to the person(s) or property(ies) of COUNTY and third persons,

- C. COUNTY shall exonerate, indemnify, defend, and hold harmless CONTRACTOR from and against any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE.

CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here. _____ / _____

(A) Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____.

(3) CONTRACTOR represents to COUNTY that it will accomplish the result required by this contract by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely that CONTRACTOR will serve exclusively as a typist on, COUNTY hereby waives the requirement for Comprehensive or Commercial General Liability insurance.

(B) Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both

available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz”.

- (3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

- (4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, pregnancy, sexual orientation, age (over 18), veteran status or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

“Discriminate, Discrimination or Discriminatory” - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person’s age (over 18), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. “Discrimination” includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees in relation to this Agreement the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Paragraph 7.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement to a third party without the prior written consent of the COUNTY.
10. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,
12. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
15. ATTACHMENTS. This Agreement includes the following attachments: "None"

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ**CONTRACTOR**

By: _____
Charles Moody
Health Services Administrator

By: _____
Address: _____

Telephone: _____

Approved as to Insurances:

Janet McKinley 3-29-99
Risk Management Division Chief

Approved as to Form:

[Signature]
Assistant County Counsel

Distribution:

County Administrative Officer
Auditor-Controller
County Counsel
Health Services Agency
Community Mental Health

Transcription of Medical Records – Master
3.26.99