

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>August 19, 2008</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Monterey County to execute Amendment #1 to the Agreement between Natividad Medical Center and JLG Medical Transcription Services to add the Health Department for Medical Records, Pathology and Diagnostic Imaging Transcription Services in an amount not to exceed \$1,922,000 (an increase of \$122,000) for the term April 1, 2008 through March 31, 2011.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors Authorize the Purchasing Manager for Monterey County to execute Amendment #1 to the Agreement between Natividad Medical Center and JLG Medical Transcription Services to add the Health Department for Medical Records, Pathology and Diagnostic Imaging Transcription Services in an amount not to exceed \$1,922,000 (an increase of \$122,000) for the term April 1, 2008 through March 31, 2011.

**SUMMARY/DISCUSSION:**

JLG Medical Transcription Services will provide remote transcription of Medical Records, Radiology and Pathology and medical record reports for the Health Department. Patient-specific data and information are contained in the medical record to facilitate patient care, Treatment, and services; serve as a financial and legal record; aid in research; support decision analysis; and guide professional and clinic performance improvement.

Documentation must reflect the care rendered to the patient and the patient's response. The health record is considered a legal document and a business record as it records events at or about the time they happen. Moreover, timeliness and legibility are two of the main areas of focus for payer, accreditation and licensure bodies. There are federal, state and accrediting agency requirements for when patient information is available to caregivers. Additionally, insurance companies may require copies of the reports before payment of the patient's stay. Delays in the turnaround time can result in delayed and/or reduced payments. The Amendment is to add the Health Department to the existing Natividad Medical Center Agreement. The addition will allow clinic physicians to dictate documentation to support patient care and will support information sharing and continuity of care between outpatient and inpatient services.

**OTHER AGENCY INVOLVEMENT:**

The Agreement has been reviewed and approved by County Counsel, Risk Management, The Auditor/Controllers office and the Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost of this Amendment is \$122,000 and is included in the Natividad Medical Center Fiscal Year 08/09 approved budget. This action will not require any additional unbudgeted General Fund subsidy in FY 2008-09.

Prepared by:  
Sid Cato, Management Analyst  
Date: July 21, 2008

Approved by:

*for*   
William T. Foley, CEO

Attachments: Board Order; Amendment #1

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A-11123**

Authorize the Purchasing Manager for Monterey )  
County to execute Amendment No. 1 to the )  
Agreement between Natividad Medical Center and )  
JLG Medical Transcription Services to add the Health )  
Department for Medical Records, Pathology and )  
Diagnostic Imaging Transcription Services in an )  
amount not to exceed \$1,922,000 (an increase of )  
\$122,000) for the term April 1, 2008 through March )  
31, 2011. )

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Monterey County to execute Amendment No. 1 to the Agreement between Natividad Medical Center and JLG Medical Transcription Services to add the Health Department for Medical Records, Pathology and Diagnostic Imaging Transcription Services in an amount not to exceed \$1,922,000 (an increase of \$122,000) for the term April 1, 2008 through March 31, 2011.

PASSED AND ADOPTED this 19<sup>th</sup> day of August, 2008, by the following vote, to wit:  
AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutcheon, Potter  
NOES: None  
ABSENT: None

I, Nicholas E. Chiulos, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on August 19, 2008.

Dated: August 19, 2008

Nicholas E. Chiulos, Interim Clerk of the Board of Supervisors  
County of Monterey, State of California

By           *P. F. M.*            
Deputy

**AMENDMENT #1**  
**To**  
**Agreement for Professional Services**  
**By and between**  
**County of Monterey and Natividad Medical Center**  
**And JLG Medical Transcription Services**

This Amendment #1 (the "Amendment"), is entered into by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey ("County"), a political subdivision of the State of California, and JLG Medical Transcription Services, a Florida Corporation (hereinafter "Contractor").

RECITALS:

WHEREAS, NMC and Contractor have entered into an Agreement for Professional Services with an Effective Date of March 24, 2008 (the "Agreement"), pursuant to which NMC engages Contractor to perform certain medical transcription and related health information management services as outlined in the Agreement ("Services"); and

WHEREAS, County as the owner and operator of NMC is entitled to request additional services from Contractor for the Monterey County Health Department ("MCHD") under the same terms and conditions as set forth in the Agreement; and

WHEREAS, Contractor is willing to provide Services for MCHD.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to the Agreement and this Amendment, as follows:

1. Capitalized terms not otherwise defined in this Amendment #1 shall have the meanings given to them in the Agreement.
2. MCHD shall participate under the Agreement with services to commence on a mutually agreeable Commencement Date. MCHD hereby engages Contractor to perform, and Contractor hereby agrees to perform, the services described in Exhibit A of the Agreement in conformity with the terms of the Agreement. The services are generally described as follows: Provide medical dictation and transcription services for MCHD.
3. Contractor shall maintain a separate Account status for MCHD, with databases and billing separate and independent from NMC.
4. MCHD shall pay the Contractor in accordance with the payment provisions set forth in Exhibit A of the Agreement, subject to the limitations set forth in the Agreement. Amendment #1 shall not exceed one hundred and twenty two thousand (\$122,000.00) dollars.
5. Exhibit A, Paragraph 1.5 shall not apply to MCHD.
6. Except as modified by this Amendment #1, the Agreement shall remain in full force and effect unmodified. To the extent that the terms of the Agreement are inconsistent with the terms of this Amendment, the terms of the Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #1, which will become effective on the date on which this Amendment #1 is fully executed by the parties.

COUNTY OF MONTEREY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Purchasing Manager

Date: \_\_\_\_\_

NATIVIDAD MEDICAL CENTER

By: Andrea Rosenberg

Name: ANDREA ROSENBERG

Title: ADMINISTRATOR

Date: JUL 25 2008

MONTEREY COUNTY HEALTH DEPARTMENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM;  
CHARLES J. MCKEE, County Counsel

By Leroy W. Blankenship  
LEROY W. BLANKENSHIP  
Assistant County Counsel

JLG MEDICAL TRANSCRIPTION SERVICES

By: KAREN S. ALFARO

Name: Karen Alfaro

Title: Regional Director

Date: JUL 25 2008