

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

Authorize the Purchasing Manager for Monterey County to execute Amendment #2 to the)
Agreement between Natividad Medical Center (NMC) and JLG Medical Transcription Services)
for Application Service Provider (ASP) software services for Medical Records, Pathology and)
Diagnostic Imaging Transcription Services in an amount not to exceed \$1,999,126.40 (an)
increase of \$77,126.40) for the term July 15, 2008 through March 31, 2011.....)

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

Authorize the Purchasing Manager for Monterey County to execute Amendment #2 to the Agreement
between Natividad Medical Center (NMC) and JLG Medical Transcription Services for Application Service
Provider (ASP) software services for Medical Records, Pathology and Diagnostic Imaging Transcription
Services in an amount not to exceed \$1,999,126.40 (an increase of \$77,126.40) for the term July 15, 2008
through March 31, 2011.

PASSED AND ADOPTED this 9th day of September 2008, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Annette D'Adamo, 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 ___ for the meeting on _____.

Dated:

Annette D'Adamo, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy

**AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN JLG MEDICAL TRANSCRIPTION SERVICES AND
THE COUNTY OF MONTEREY
FOR
TRANSCRIPTION SERVICES**

The parties to Professional Service Agreement, dated February 2, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and JLG Medical Transcription Services (Contractor), hereby agree to amend their Agreement No. (A-1123) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960972358) as well as the additional terms described in Addendum 2 (attached).
2. This Amendment shall become effective on July 1, 2008 and shall continue in full force and until July 31, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-1123) shall not exceed the total sum of \$1,989,126.40 (an increase of \$77,126.40) for the full term of the Agreement.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment and Addendum 2 shall be attached to the original Agreement No. (A-1123).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature *Karen S. Alfano* Dated JUL 25 2008
 Printed Name Karen S. Alfano Title Regional Director

COUNTY OF MONTEREY

Signature *[Signature]* Dated 9/24/08
 Purchasing Manager

Signature *[Signature]* Dated JUL 30 2008
 NMC - CEO

Approved as to Legal Form:
 Charles J. McKee, County Counsel

By *[Signature]*
 William Litt, Deputy
 Attorneys for County and NMC

Reviewed as to fiscal provisions dated 9-17-08
 Auditor-Controller
 County of Monterey

Dated: 8/4, 2008

ADDENDUM #2
To
Agreement for Professional Services
By and between
County of Monterey and Natividad Medical Center
And JLG Medical Transcription Services

This Addendum #2 (the "Addendum"), 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").

BACKGROUND

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, NMC is entitled to request additional services from Contractor subject to the terms and conditions as set forth in the Agreement and additional services as set forth in this Addendum #2; and

WHEREAS, NMC desires to use the Contractor's dictation, transcription and document management Platform (the "Platform") on an Application Service Provider (ASP) basis to perform a portion of total transcription volume with NMC staff in conjunction with outsourced medical dictation and transcription services provided by Contractor; and

WHEREAS, Contractor is willing to provide ASP Services for NMC as set forth in this Addendum #2.

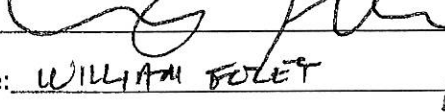
NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to the Agreement and this Addendum, as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

1. Capitalized terms not otherwise defined in this Addendum #2 shall have the meanings given to them in the Agreement.
2. NMC hereby engages Contractor to provide, and Contractor hereby agrees to provide use of the Contractor's Platform on an ASP basis for work dictated and/or transcribed by NMC staff using Contractor's Platform.
3. NMC shall pay the Contractor a payment of \$0.0008 for each unit of pricing for Application Service Provider volume in accordance with the payment provisions set forth in Exhibit A of the Agreement, subject to the limitations set forth in the Agreement.

4. NMC and Contractor shall mutually agree and shall designate in writing, the Report Types that NMC staff shall assume total responsibility for transcription of these reports ("NMC ASP Reports"). NMC ASP Report lists may be periodically updated or revised based on NMC needs. Contractor is not responsible for processing NMC ASP Reports according the Turnaround Times specified in Exhibit A, Paragraph 2.4 of the Agreement and all Contractor Performance Guarantees specified in the Agreement are not applicable for NMC ASP Reports.
5. NMC shall notify Contractor of anticipated production of NMC transcriptionists. Contractor shall assign work to be transcribed to NMC transcriptionists based on NMC reported anticipated production volume and current status of pending reports. Contractor is not responsible for Turnaround Times specified in Exhibit A, Paragraph 2.4 of the Agreement and Contractor Performance Guarantees specified in the Agreement should NMC transcriptionists fail to produce more than eighty percent of the NMC reported anticipated production volume of NMC transcriptionists.
6. Except as modified by this Addendum #2, the Agreement and all previously fully executed Addendum(s) shall remain in full force and effect unmodified. To the extent that the terms of the Agreement and/or previously fully executed Addendum(s) are inconsistent with the terms of this Addendum, the terms of this Addendum shall control.

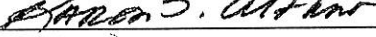
IN WITNESS WHEREOF, the parties have executed this Addendum #2, which will become effective on the date on which this Addendum #2 is fully executed by the parties.

NATIVIDAD MEDICAL CENTER

By: 
Name: WILLIAM FOLET
Title: CEO
Date: JUL 30 2008

John CND

JLG MEDICAL TRANSCRIPTION SERVICES

By: 
Name: Sharon S. Altano
Title: Regional Director
Date: JUL 25 2008