



Contract Number  
20-70 **A-1**

SAP Number

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Nuance/ DeliverHealth
<b>Contractor Representative</b>	William Fuchs/ Brian Kuck
<b>Telephone Number</b>	949-330-3362/ 858-776-8098
<b>Contract Term</b>	February 21, 2020- February 20, 2025
<b>Original Contract Amount</b>	\$3,589,932
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$3,589,932
<b>Cost Center</b>	8700

**Briefly describe the general nature of the contract:** Partial assignment and consent of Agreement No. 20-70, retroactively effective March 2, 2021, for health information management transcription services, removing the stated service from Agreement No. 20-70 with Nuance Communications, Inc., and assigning it to DeliverHealth Solutions LLC, with no other changes to the contract terms or contract period of February 21, 2020 through February 20, 2025.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 6/14/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date



**Nuance Communications, Inc.**  
1 Wayside Road  
Burlington, MA 01803  
USA

[nuance.com](http://nuance.com)



**Healthcare Legal**  
[hclegal@nuance.com](mailto:hclegal@nuance.com)  
781 565 5000

December 29, 2020

Becky Giroux or General Counsel  
County of San Bernadino  
Arrowhead Regional Medical Center  
400 N. Pepper Avenue  
Colton, CA 92324-1801

Re : Healthcare Master Agreement with an effective date of 2/21/2020 including all amendments thereto and all other agreements (if any) currently in effect between you and Nuance (as defined below) which relate to Nuance's HIM Services (as defined below) (hereinafter collectively, the "Agreements")

Dear Valued Customer:

As you may be aware, on November 18, 2020, Nuance Communications, Inc. ("Nuance") announced the planned sale of its Health Information Management ("HIM") Transcription business and Electronic Health Records (EHR) Go-Live Services business to a new independent company, DeliverHealth Solutions LLC ("DeliverHealth"), which will be majority owned by Assured Healthcare Partners and Aeries Technology Group (the "Transaction"). The HIM Transcription Business includes both Nuance Transcription Services and the eScription technology platform (collectively, the "HIM Services"). The Transaction is expected to be completed in early 2021.

As a new, independent company, of which Nuance will be a minority shareholder and strategic partner, DeliverHealth will be able to give you continued service quality, newly expanded offerings, and enhancements. DeliverHealth's top priority is continuing to serve your specific customer requirements.

Please be advised that Nuance plans to partially assign and novate a duplicate copy of the Agreements regarding the HIM Services, including Nuance's rights and obligations under the Agreements that apply to HIM Services, to **DeliverHealth** pursuant to the terms summarized in this letter. The aforesaid assignment and novation will become effective at the time of the closing of the Transaction (the "Closing"). The Closing is expected to take place on February 1, 2021 or as soon as possible thereafter (the date on which the Closing occurs, the "Assignment Effective Date"). Please note that as of the date of this letter, the Transaction has not yet been consummated and there can be no guarantee that it will be completed.



When the Transaction is completed, Nuance and/or DeliverHealth plan to issue a public press release and/or publish details at [www.nuance.com](http://www.nuance.com) (subsection "News") and/or DeliverHealth's website [www.deliverhealth.com](http://www.deliverhealth.com) to confirm the completion of the Transaction.

As you are aware, the Agreements cover not only HIM Services, but also relate to non-HIM products and services. **When the Transaction is completed, HIM Services will be provided to you by DeliverHealth beginning on the Assignment Effective Date, and non-HIM products and services will continue to be provided by Nuance regardless of the Transaction.** The parties intend that this letter agreement is a novation and that, effective as of the Assignment Effective Date, DeliverHealth will be substituted for Nuance under the Agreements solely with respect to the HIM Services.

For non-HIM products and services, all terms of the Agreements remain unchanged and in full force and effect. Nuance retains all rights and obligations under the Agreements regarding non-HIM products and services.

For HIM Services, all terms of the Agreements also remain unchanged and in full force and effect, with the exception of the following changes:

- a) DeliverHealth assumes all of Nuance's rights and obligations under the Agreements regarding the HIM Services.
- b) All payments and any other remittances in respect of HIM Services provided under the Agreements should be paid as instructed in the invoices you will receive following the Assignment Effective Date, or as otherwise communicated by Nuance or DeliverHealth in writing or by email. Prior to the Assignment Effective Date, all payments should continue to be made to Nuance.
- c) All notices and other formal communications relating to HIM Services should be directed to:

DeliverHealth Solutions LLC  
Attn: Sasanka Yella, COO  
2450 Rimrock Road, Suite 100  
Madison, WI 53713

or such other business address as may be notified by DeliverHealth from time to time by e-mail or by written letter (including in invoices that are sent to you).



Please share the information in this letter with those of your affiliates who collaborate with Nuance under the Agreements (if any).

Pursuant to the terms of the Agreements, Nuance may be required to obtain your consent to the partial assignment and novation of the Agreements to DeliverHealth. Please keep 1 original copy of this letter for your files and return 1 countersigned copy of this letter within 2 weeks of the date of this letter to acknowledge your acceptance of the partial assignment and novation described above to: Nuance Communications, Inc., Attn: Legal Department, One Wayside Road, Burlington MA 01803, United States, or email a scanned copy to us at [HIMSaleFeedback@nuance.com](mailto:HIMSaleFeedback@nuance.com). If Nuance does not receive a written response from you within 2 weeks of the date of this letter, we will assume that you consent to the assignment and novation of Nuance's rights and obligations regarding HIM Services under all Agreements to DeliverHealth as of the Assignment Effective Date.

This letter shall be governed by and construed in accordance with the governing law of the Agreements.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Please do not hesitate to reach out to your current Nuance account manager or to e-mail us at [HIMSaleFeedback@nuance.com](mailto:HIMSaleFeedback@nuance.com) with any questions or concerns you might have.

Thank you for your time and attention to this matter and for your business to date. Nuance looks forward to continuing to do business with you for non-HIM products and services, and Nuance and DeliverHealth wish you the best of success in collaborating with DeliverHealth regarding HIM Services in the future.

Sincerely,

Nuance Communications, Inc.  By: _____ Name: Bradford Morrison Title: SVP, Healthcare Customer Success	DeliverHealth Solutions LLC  By: _____ Name: Justine Bensussen Title: Assistant Secretary
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*Acknowledged, accepted and agreed:*

County of San Bernadino

By:   
Name: **Curt Hagman**  
Title: **Chairman, Board of Supervisors**

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernadino

By:   
Deputy  
