

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NUANCE COMMUNICATIONS, INC.**

THIS AMENDMENT NO. 1 TO THE AGREEMENT, made effective as of the date signed by the last party ("Effective Date"), is by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Nuance Communications, Inc., hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for transcription services on March 11, 2014, for the term of September 1, 2013, through August 31, 2015, in an amount not to exceed \$450,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement though August 31, 2017, and increase the amount by \$450,000 to an amount not to exceed \$900,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, **Payments**, of the Agreement is amended to read as follows:

In consideration of the services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall the County's total fiscal obligation under this Agreement exceed NINE HUNDRED THOUSAND DOLLARS (\$900,000).

2. Section 4, **Term and Termination**, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2013, through August 31, 2017.

The County or Contractor may terminate the Agreement by written notice if (i) the other party commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach; or (ii) the other party shall be or becomes insolvent.

Neither the expiration nor termination of this Agreement shall affect the parties' respective payment obligations for Transcription Services previously provided. County shall have no further rights to access and/or use the Transcription Services and any Programs, and within ten (10) days of such termination County shall return or destroy all copies of the Programs and Documentation in its possession.

3. Section 22, **Medical Record Content Ownership**, is added to the Agreement as follows:

22. Medical Record Content Ownership

Contractor acknowledges and agrees that all Medical Reports, including content transcribed by Contractor under this Agreement, are owned and retained by the County. Notwithstanding the foregoing, the retention of ownership of such data by County will not result in County having any rights in any Contractor software and/or services.

4. **All other terms and conditions of the agreement dated March 11, 2014, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Nuance Communications, Inc.

Simon J Senior
Simon J Senior (Aug 25, 2015)

Contractor's Signature

Title: Senior Director, Global Sales Operations

Date: Aug 25, 2015