

**Converge™ Patient Safety Organization Amendment No. 1
To Services Agreement
Between Natividad Medical Center and
Verge Solutions, LLC d/b/a Verge Health**

This Converge™ Patient Safety Organization Amendment No. 1 amends the Agreement for Services (“Agreement”) in place between Verge Solutions, LLC d/b/a Verge Health (hereinafter “CONTRACTOR”) and the County of Monterey on behalf of Natividad Medical Center (hereinafter “NMC”) that became effective on January 1, 2016. Except as may be otherwise expressly set forth herein, this Amendment No. 1 shall be subject to the same terms and conditions provided for in the Agreement.

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center (“NMC”) and Verge Solutions, LLC d/b/a Verge Health (“CONTRACTOR”) previously entered into an Agreement for NMC to obtain a web-based software license for a quality control system; and

WHEREAS, NMC and CONTRACTOR wish to amend the Agreement to add Converge™, a customized data export to be provided by CONTRACTOR at no additional cost to NMC that will allow the submission of data by NMC to a Patient Safety Organization (“PSO”). Upon completion of work provided for in this Amendment No.1, CONTRACTOR will have created an export file from VSuite™ based on the Agency for Healthcare Research and Quality (AHRQ) Common AHRQ Formats.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:
“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Attachment 1: Addendum

Exhibit A: Scope of Services/Payment Provisions as attached to Agreement

Exhibit A-1: Additional Scope of Services/Payment Provisions as per Amendment No. 1

Exhibit B: Business Associate Agreement”

2. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 1 shall be attached to the original Agreement.
4. This Amendment No. 1 shall be effective when signed by the duly authorized representatives of both parties.

EXHIBIT A-1: Additional Scope of Services as per Amendment No. 1

**To Agreement by and between
Natividad Medical Center, hereinafter referred to as “NMC”
AND
Verge Solutions, LLC, hereinafter referred to as “CONTRACTOR”**

I. Additional Scope of Services as per Amendment No 1

The following are considered within the scope of this project:

- a. CONTRACTOR will generate a standard file format for AHRQ data from VSuite.
 - i. The proposed file format will be provided based on the form used in VSuite.
 - ii. Changes to NMC’s current form may be required based on information needed for AHRQ submission.
 - iii. CONTRACTOR will conduct acceptance testing of the data files for compliance with the proposed format.
 - iv. The data files created by CONTRACTOR will be provided to NMC for NMC to provide to its PSO.
- b. CONTRACTOR and NMC agree to work jointly to develop a representative set of test data in VSuite that can be used to test the solution.
- c. CONTRACTOR will successfully complete testing of the solution, and turn it over to NMC to conduct user acceptance testing with their PSO.

II. Deliverables

- a. Error-free data provided by CONTRACTOR in AHRQ v2 format and loaded into the SFTP site flows into VSuite error-free, as defined by the agreed-upon matching logic described in the Scope section, above.

III. Scope Exclusions

The following are explicitly considered as outside the scope of this project and will not be addressed by this PSO Amendment:

- a. PSOs requiring a custom format or any format other than AHRQ.
- b. CONTRACTOR requires the use of SFTP for file data transfer. CONTRACTOR will supply information necessary to set up this feed but will not support creation of this protocol for NMC. Alternate methods of data transfer will not be supported without additional costs.

IV. NMC Obligations

- a. NMC will have the appropriate subject matter experts available to participate in discussions with the CONTRACTOR team during the Analysis phase, which are intended to cover the full set of scenarios we will encounter once NMC is submitting to a PSO.
- b. NMC will have the appropriate subject matter experts available to review and validate the proposed file format that is developed and finalized during the Design phase.
- c. NMC will have the appropriate subject matter experts available to participate in the Testing that is part of the testing phase.
- d. NMC agrees with the approach/logic outlined in the Scope section of this PSO Amendment No. 1.
- e. NMC agrees that manual reconciliation of some transactions will be required, and will make available resources to be trained and complete the reconciliation without impacting the project deliverable dates.
- f. If through the course of the project, any of the obligations identified above are identified to be incorrect, the CONTRACTOR project team will immediately communicate that fact to NMC and will work collaboratively with NMC to understand the potential impact to the delivery schedule.

V. Pricing

There is no charge to NMC for the services outlined in this PSO Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 2/6/17

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 2/2/17

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor-Controller

Date: 2/3/17

CONTRACTOR

Verge Solutions, LLC

CONTRACTOR's Business Name

Signature Instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

Chris Malanuk, President

Name and Title

Date: Jan. 10, 2017

By: [Signature]
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Shannon Carter, CFO
Name and Title

Date: Jan. 11, 2017

Signature Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)