



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion is made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

**Agreement No. A-13820, Amendment No. 4**

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13820) with Verge Solutions, LLC for a software system that manages issues from a quality, accreditation and regulatory compliance standpoint, extending the agreement an additional one (1) year period (retroactive to January 1, 2020 through December 31, 2020) for a revised full agreement term of January 1, 2019 through December 31, 2020, and adding \$44,972 for a revised total agreement amount not to exceed \$223,614.

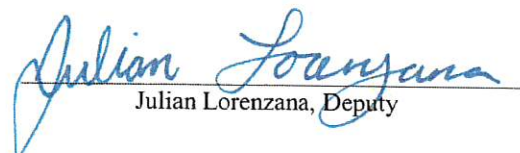
PASSED AND ADOPTED on this 14<sup>th</sup> day of January 2020, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams  
NOES: None  
ABSENT: None

I, Valerie Ralph, 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 82 for the meeting January 14, 2020.

Dated: January 15, 2020  
File ID: A 19-443  
Agenda Item No.: 13

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 4**  
**TO SERVICES AGREEMENT**  
**BETWEEN VERGE SOLUTIONS, LLC DBA VERGE HEALTH AND**  
**NATIVIDAD MEDICAL CENTER**  
**FOR**  
**SOFTWARE LICENSE TO ACCES A WEB BASED QUALITY**  
**COMPLIANCE SOFTWARE SYSTEM**

This Amendment No. 4 to the Services Agreement (“Agreement”) which as effective January 1, 2016, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”) and Verge Solutions LLC dba Verge Health (hereinafter “Contractor”) (collectively, the County, NMC, and Contractor are referred to as the “Parties”), with respect to the following:

**RECITALS**

**Whereas**, the County of Monterey on behalf of NMC and Contractor entered into an Agreement for a software license to access a web-based quality compliance software system with a term January 1, 2016, through December 31, 2017, and a total Agreement not to exceed \$90,420; and

**Whereas**, the Parties amended the Agreement on February 6, 2017, via Amendment No. 1 to add Converge; a customized data export file from VSuite based on the Agency for Healthcare Research and Quality (AHRQ) Common AHRQ Format that allows NMC to submit data to Patient Safety Organization (“PSO”) at no additional cost to NMC and with no change to the original Agreement term; and

**Whereas**, the Parties amended the Agreement on January 1, 2018, via Amendment No. 2 to extend the Agreement for an additional two (2) year period through December 31, 2019 to allow for services to continue with an update to the Scope Services to include an updated Business Associate Agreement, with a \$97,318 increase in funds for a revised total Agreement amount not to exceed \$187,738; and

**Whereas**, NMC and CONTRACTOR amended the Agreement on May 1, 2019 via Amendment No. 3 to update the Scope of Services to remove the cost for Accreditation Rounding with a \$9,096 decrease for the cost removal, for a revised total Agreement amount not to exceed \$178,642, with no change to the Agreement term; and

**Whereas**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for a one (1) year period through December 31, 2020 with updates to the Scope of Services attached hereto as "Exhibit A-4 per Amendment No. 4" which provides for additional services and associated pricing and fees with a \$44,972.50 increase for a total Agreement amount of \$223,614.50.

## AGREEMENT

**Now, Therefore,** the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, Amendment No.1 and Amendment No.2 and No.3 are incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to state the following:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-4 as per Amendment No. 4 attached hereto this Amendment No. 4, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$223,614.50."

2. Paragraph titled, "TERM OF AGREEMENT" first sentence shall be amended to the following:

"The term of this Agreement is from January 1, 2016 through December 31, 2020 unless sooner terminated pursuant to the terms of this Agreement.

2. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS /EXHIBITS" shall be amended to include the following:

Exhibit A-4 Additional Scope of Services and Payment Provisions as per Amendment No. 4

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, and Amendment No. 2. And Amendment No. 3.

4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.

5. This Amendment No. 4 shall be effective when signed by both parties.

*The remainder of this page was intentionally left blank.*

*- Signature page to follow -*

Each Signatory hereto represents and warrants that he/she is duly authorized to sign, execute, and deliver this Amendment No. 4 on behalf of the party he/she represents.

**NATIVIDAD MEDICAL CENTER**

By:   
Gary R. Gray, DO, CEO

Date: 11/15/2019

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 12-6-19

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

Date: 12/9/2019

**CONTRACTOR**


Verge Solutions, LLC dba Verge Health  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

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

Chris Malanuk                      President

\_\_\_\_\_  
Name and Title

Date: 11/25/2019

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

Shannon Carter                      CFO

\_\_\_\_\_  
Name and Title

Date: 11/26/2019

**\*\*\*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 (two 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 (two 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 (one signature required).

## EXHIBIT A-4

### Additional Scope of Services/Payment Provisions

#### I. Description of Additional Services to be Rendered by CONTRACTOR:

Verge Solutions, LLC dba Verge Health ("CONTRACTOR") will continue to provide Software as a Service (SaaS) to Natividad Medical Center ("NMC") for the following products: Accreditation Regulatory, Event Management, Patient Relations, and Rounding.

- A. Accreditation Regulatory (formerly VSurvey – Hospital) enables NMC to proactively manage compliance: Regulatory, Quality, Data Security, and Custom Standards. Incorporating powerful data collection tools, survey methodology, flexible reporting and corrective action plans, VSurvey assists NMC with being "survey ready" at all times.
- B. Event Management (formerly VIncident) empowers event reporting and patient safety tools that transform real-time data into actionable results. With a user-friendly icon screen, intuitive forms and easy reporting, VIncident automates NMC's event management process.
- C. Patient Relations (formerly VPatientRelations) makes it easier to understand and improve all areas of patient relationship management. NMC shall be able to create an efficient process of collecting and reporting patient complaints, grievances, suggestions and compliments.
- D. Rounding allows for the collection of compliance data from any mobile device with surveys that are designed for tablet and mobile sized screens. This also enables NMC to capture non-compliant finding details such as comments and images and to track if resolution occurred on the spot.
- E. The HL7 ADT Import sends real-time patient, visit and doctor data to the Patient Vault for integration with Converge.

#### II. Pricing/Fees

- A. For pricing, please refer to the annual license schedule listed below.
- B. License Period: This Amendment is valid for the period of one (1) year.
- C. There shall be no travel reimbursement allowed during this Agreement unless agreed to by both parties in writing.
- D. License fee paid upfront annually; Monterey County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

**Year 5 (2020): \$44,972.50**

<input checked="" type="checkbox"/> Accreditation Regulatory	\$14,615.70
<input checked="" type="checkbox"/> Event Management	\$17,987.92
<input checked="" type="checkbox"/> Patient Relations	\$9,368.88
<input checked="" type="checkbox"/> HL7	\$3,000

**INVOICING.** All Verge invoices will be sent to the Customer Account Payable Contact:

Natividad Medical Center  
Attn: Accounts Payable Department  
P.O. Box 81611  
Salinas, CA 93912  
[AccountsPayableEmail@natividad.com](mailto:AccountsPayableEmail@natividad.com)

**CUSTOMER CONTACT**

Natividad Medical Center  
Attn: Monica Hamilton, Quality Management Administrator  
1441 Constitution Blvd.  
Salinas, CA 93906  
Phone: (831) 783-2502

**PAYMENTS.** Payments to Verge shall be made as follows:

Incoming Wire/ACH:  
Cambridge Trust Company  
Cambridge, MA  
ABA# 011300595  
Account # 1636802901

Overnight:  
Verge Solutions, LLC  
PO Box 394  
Mt. Pleasant, SC 29465  
(843)-628-416