



AMENDMENT NO. 5
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. 5 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 amended the Agreement on January 1, 2019, via Amendment No. 4 to extend the Agreement for a one (1) year period through December 31, 2020, with updates to the Scope of Services attached as "Exhibit A-4 per Amendment No. 4" which provided for additional services and associated pricing and fees with a \$44,972.50 increase for a total Agreement amount of \$223,614.50.

Whereas, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for a one(1) year period through December 31, 2021 with updates to the Scope of Services attached hereto as



"Exhibit A-5 per Amendment No. 5" which provides for additional services and associated pricing and fees with a \$46,322.19 increase for a total Agreement amount of \$269,936.69.

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, No.3, and No.4 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-5 as per Amendment No. 5 attached hereto as this Amendment No. 5, 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 \$269,936.69."

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, 2021 unless sooner terminated pursuant to the terms of this Agreement.

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

Exhibit A-5 Additional Scope of Services and Payment Provisions as per Amendment No. 5

4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, and Amendment No. 2. Amendment No. 3, and Amendment No. 4.

5. A copy of this Amendment No. 5 shall be attached to the Original Agreement.

6. This Amendment No. 5 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. 5 on behalf of the party he/she represents.

VERGE SOLUTIONS, LLC dba VERGE HEALTH

NATIVIDAD MEDICAL CENTER:

Name: Chris Malanuk

Name: _____

Title: President

Title: _____

Signature: Chris M. Malanuk

Signature: _____

Date: 10/2/2020

Date: _____

VERGE SOLUTIONS, LLC dba VERGE HEALTH

NATIVIDAD MEDICAL CENTER:

Name: Shannon Carter

Name: _____

Title: Chief Financial Officer

Title: _____

Signature: Shannon Carter

Signature: _____

Date: 10/6/2020

Date: _____

Approved as to fiscal provisions. 10-12-2020

NATIVIDAD MEDICAL CENTER :

gary k giboney

Name: _____

Reviewed and approved as to form. 10/12/2020

Title: _____

Stacy L. [Signature]

Signature: _____

Date: _____

Deputy County Counsel



EXHIBIT A-5

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 6 (2021): \$46,322.19

<input checked="" type="checkbox"/> Accreditation Regulatory	\$15,054.48
<input checked="" type="checkbox"/> Event Management	\$18,527.64
<input checked="" type="checkbox"/> Patient Relations	\$9,650.07
<input checked="" type="checkbox"/> HL7	\$3,090.00

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

CUSTOMER CONTACT

Natividad Medical Center
Attn: Dr. Charles R. Harris, Chief Quality Officer
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)-628-4168