

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN VERGE SOLUTIONS, LLC DBA VERGE HEALTH AND
NATIVIDAD MEDICAL CENTER
FOR
SOFTWARE LICENSE TO ACCESS A WEB BASED QUALITY
COMPLIANCE SOFTWARE SYSTEM**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on 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 Natividad Medical Center and Verge Solutions, LLC dba Verge Health 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 currently wish to amend the Agreement to update the Scope of Services attached hereto as “Exhibit A-3 per Amendment No. 3” which removes 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 and with no change to the original Agreement term.

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 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-3 as per Amendment No. 3 attached hereto this Amendment No. 3, 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 \$178,642.”
2. 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~~

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

~~Exhibit A-2: Additional Scope of Services/Payment Provisions as per Amendment No. 2~~

~~Exhibit A-3: Additional Scope of Services Payment Provisions as per Amendment No. 3~~

Exhibit B: Business Associate Agreement”

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

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 5/1/19

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 4/29/19

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 4/29/19

CONTRACTOR

Verge Solutions, LLC dba Verge Health

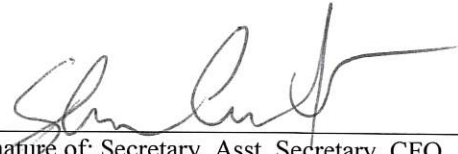
CONTRACTOR's Business Name

See instructions below

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

Chris Malanuk, President
Name and Title

Date: 4/18/19

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

Shannon Carter, CFO
Name and Title

Date: 4/22/19

*****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).

**To Agreement by and between
NATIVIDAD MEDICAL CENTER,
and
VERGE SOLUTIONS, LLC DBA VERGE HEALTH**

EXHIBIT A-3 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.

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 two (2) years.
- 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 3 (2018): \$47,472

<input checked="" type="checkbox"/> Accreditation Regulatory	\$13,514
<input checked="" type="checkbox"/> Event Management	\$16,632
<input checked="" type="checkbox"/> Patient Relations	\$8,663
<input checked="" type="checkbox"/> Rounding	\$8,663

Year 4 (2019): \$40,750

<input checked="" type="checkbox"/> Accreditation Regulatory	\$14,190
<input checked="" type="checkbox"/> Event Management	\$17,464
<input checked="" type="checkbox"/> Patient Relations	\$9,096

Rounding

No Charge

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