

AMENDMENT #1

Original Agreement No.	PA-25-11, MH-24-015
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**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. PA-25-11, MH-24-015**

This Amendment to Agreement No. PA-25-11, MH-24-015 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **XPIO GROUP HEALTH, LLC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. PA-25-11, MH-24-015 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$16,000 from \$50,000 to \$66,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services, to add additional services for Department of Public Health programs requirements; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, to reflect the amount increase.


NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$16,000 from \$50,000 to \$66,000.
2. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby altered and a new Exhibit A is attached herein.
3. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By:   
Jeanne Miller, Psy.D.,  
Director of Health Services

Date: 5/12/25

Budgeted: No  
Budget Unit: 4049, 4050  
Line Item: MHQA99-862189 Proj MHEHR  
PNADM -862189 Proj PNC3I  
SUADM-862189  
Grant: No  
Grant No.: 'N/A'


**COUNTY OF MENDOCINO**

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 06/03/2025


**ATTEST:**

DARCIE ANTLE, Clerk of said Board


By:   
Deputy 06/03/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

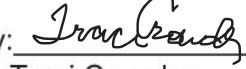
By:   
Deputy 06/03/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 05/05/2025

**CONTRACTOR/COMPANY NAME**

By:   
Traci Crowder

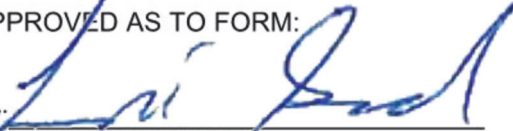
Date: 5/7/2025

**NAME AND ADDRESS OF CONTRACTOR:**

XPIO GROUP HEALTH, LLC.  
3118 Judson Street #498  
Gig Harbor, WA 98335  
360-561-8100  
traci@xpiohealth.com


By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:  
By:   
COUNTY COUNSEL

Date: 05/05/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 05/05/2025

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**  
**Exception to Bid Process Required/Completed** ☒ **EB# 25-108**  
**Mendocino County Business License: Valid** ☐  
**Exempt Pursuant to MCC Section:** Located outside Mendocino County

## EXHIBIT A

### DEFINITION OF SERVICES

- I. Mendocino County Behavioral Health and Recovery Services (BHRS) and Public Health (PH) currently use the Netsmart Technologies, Inc. MyAvatar Electronic Health Record (EHR) system to hold client information and billing records of the clients under BHRS's Mental Health Plan, and under PH. This includes clinical information captured and managed in the MyAvatar Clinical Work Station (CWS) module. CONTRACTOR may provide a variety of services related to MyAvatar or other information systems and technologies, as directed by BHRS and PH. CONTRACTOR will meet with BHRS and PH leadership as requested to review current and evolving needs, and therefore the services described in this Exhibit A are subject to change.
- II. Based on conversations to date with BHRS and PH leadership, anticipated CONTRACTOR services are expected to include, but not be limited to, items A through I below. BHRS may also be interested in obtaining services described in items J through L below:
  - A. Assist with migration of Java based MyAvatar to MyAvatar NX.
  - B. Assist with implementation of the OrderConnect module into MyAvatar.
  - C. Support BHRS in the effort to evaluate, procure, and implement mobile functionality to best support the Mobile Outreach Program.
  - D. Identify solution(s) for helping BHRS manage its documents electronically (instead of on paper).
  - E. Collaborate with COUNTY to develop a technology strategy that best supports BHRS goals for advanced analytics, and information management.
  - F. Provide ongoing fiscal support, specifically as it relates to ongoing billing for:
    1. System set up
    2. Testing and training
    3. Billing operations and reporting
  - G. Provide ongoing fiscal support, specifically supporting the new Root System Code 2 project including:
    1. System set up
    2. Service code set up
    3. Testing and training



4. Billing operations and reporting
- H. Support any data conversion needs from the EXYM system to the COUNTY MyAvatar system.
- I. Ensure confidentiality in ALL sub system codes.
- J. Review existing CWS environment and inventory, all existing assessments, progress notes, treatment plans, and reports currently in the live (LIVE) environment. CONTRACTOR will create an action plan based on the above findings to implement usage of remaining CWS modules.
  1. Work with the key BHRS clinical, operational, and technical stakeholders to assess current functionality and identify additional capabilities that need be put in place.
  2. Provide continued support for the forms developed, including adjustments as identified by the user base, and reports that allow clinical forms to be printed in a presentable format (i.e. to a client).
  3. Provide training on how to use PSC-35 and CANS-50.
    - i. Determine requirements, processes, and solutions for reporting required assessment data to the State.
  4. Update, develop, test, and implement progress notes, assessments, treatment plans, reports, or other identified CWS components as directed by the BHRS leadership team.
  5. Coordinate training and roll-out to ensure the successful adoption and use of the enhanced CWS system and reporting capabilities, as necessary.
  6. Determine the appropriateness/need for incorporating advanced forms development tools (such as Scriptlink), and work with the BHRS team to appropriately prioritize and schedule such enhancements.
  7. Gauge BHRS team members experience with MyAvatar forms development, providing supplemental training or recommending other courses of action for staff technical development.
  8. Identify additional forms that may be needed to support the BHRS and PH EHR system.
  9. Confirm current version and patch levels of MyAvatar and coordinate with NetSmart Technologies, Inc. to arrange for additional software components.

10. Confirm the action plan, and list of deliverables that CONTRACTOR's team can implement on or before June 30, 2024.
- K. Assist with the remaining migration of the management of the Substance Use Disorders Treatment (SUDT) program from the State run Web Infrastructure for Treatment Services (WITS) system over to the MyAvatar system.
1. Establish a retention / storage solution for preserving historical WITS data that won't be migrated over to MyAvatar.
  2. Work with the COUNTY to facilitate MyAvatar ability to provide requisite functionality:
    - i. Admissions
    - ii. Discharges
    - iii. Demographics
    - iv. Group Management
    - v. Progress Notes – one progress note
      1. Data, Assessment and Plan (DAP)
    - vi. Diagnosis
    - vii. Treatment Plan – one treatment plan
      1. Problem/Goal/Objective
    - viii. Lab Interface – Urine Analysis (UA) via Redwood Toxicology – OrderConnect
  3. Address needs to track data – due dates/items completed.
  4. Provide services related to other needs identified by the team including:
    - i. Need to report when multiple encounters are on the same day.
    - ii. Need to complete the 0700 form, including updating the chart.
  5. Ensure confidentiality between SUDT and Mental Health data.
- L. Adhere to PH programs requirements according to the following:
1. Collaborate with PH leadership and stakeholders (e.g., clinical, operational, and technical staff) to assess current EHR functionality and identify additional capabilities needed to support PH programs.



2. Develop and maintain forms and reports for PH programs, ensuring compliance with local, state, and federal reporting requirements (e.g., immunizations, communicable disease tracking, maternal and child health, and public health case management).
3. Assist with the configuration and enhancement of PH workflows within the EHR to support program-specific documentation, case management, and reporting.
4. Provide training and support to PH staff on the use of new and updated EHR forms and reporting tools, ensuring ease of use and proper data entry.
5. Enhance interoperability by supporting integration between the EHR and other public health data exchange systems, as required by state and federal guidelines.

M. Provide other information and technology services, as mutually agreed between CONTRACTOR and COUNTY.

III. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this Agreement by the COUNTY with a forty-five (45) day written notice. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42 (Attachment 1), The Health Insurance Portability and Accountability Act of 1996

(HIPAA) regulations, State and Federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

- IV. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- V. CONTRACTOR shall obtain prior approval of all advertising/sponsored events from COUNTY and include Mendocino County Behavioral Health and Recovery Services as one of the funding sources.
- VI. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

- I. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. One Hundred Seventy-Five Dollars (\$175) per hour, not to exceed Sixty-Six Thousand Dollars (\$66,000) for services described in Exhibit A.
  - B. Travel time is not covered by this Agreement.
  - C. Invoices (Attachment 2) are due by the tenth (10<sup>th</sup>) of the month, following the month services were performed. Invoices not received within thirty (30) days will not be paid.
  - D. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement and all direction from the Behavioral Health Director, the State/County Mental Health Plan, CFR 42 of Federal Regulations (Attachment 1), California Title IX, Exhibit A and Exhibit B as directed within this Agreement.
  - E. Invoices are to be sent to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 South Dora St.  
Ukiah, CA 95482  
Attn: Jenine Miller

- II. Total payments under this Agreement shall not exceed Sixty-Six Thousand Dollars (\$66,000) for the term of this Agreement.

[END OF PAYMENT TERMS]