

**AMENDMENT TO STANDARD SERVICES
AGREEMENT NO. MH-16-040, PA 18-63**

This Amendment to Agreement No. MH-16-040, PA 18-63 is entered into this 19TH day of JUNE, 2018, 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".

WHEREAS, Agreement No. MH-16-040, PA 18-63 was entered into on October 4, 2017; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, COUNTY desires to retain CONTRACTOR for its Clinical Work Station module configuration and development services.

NOW, THEREFORE, we agree as follows:

1. **Term Date:** The termination date set out in the original Agreement No. MH-16-040, PA 18-63 will be extended from June 30, 2018 to June 30, 2019.
2. **Amount of Agreement:** The amount set out in the original Agreement No. MH-16-040, PA 18-63 will be changed from \$49,875 to \$99,875.
3. **Definition of Services:** The Definition of Services set out in the original Agreement No. MH-16-040, PA 18-63 has been altered and a new Definition of Services, Exhibit A, is attached herein.
4. **Payment Terms:** The Payment Terms, Exhibit B, set out in the original Agreement No. MH 16-040, PA 18-63 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. MH-16-040, PA 18-63 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *A. Molgaard*
Anne Molgaard, Acting HHSA Director

Date: 5/4/18

Budgeted: ☒ Yes ☐ No

Budget Unit: 4051

Line Item: 86-2230

Org/Object Code: MACFT

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: *Dan Hamburg*
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: JUN 20 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Karla VanHagen*
Deputy JUN 20 2018

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

CARMEL J. ANGELO, Clerk of said Board

By: *Karla VanHagen*
Deputy JUN 20 2018

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

Date: 5-9-18

CONTRACTOR/COMPANY NAME

By: *Randy Wills*
Randy Wills, COO

Date: 5/31/18

NAME AND ADDRESS OF CONTRACTOR:

XPIO Group Health, LLC
3118 Judson Street #498
Gig Harbor, WA 98335
214-986-5323
randy@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:

KATHARINE L. ELLIOTT,
County Counsel

By: *Charlotte Scott*
Deputy

Date: 5/4/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Jonelle Ravn*
Deputy CEO

Date: 5-9-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ EB# 18-56

Mendocino County Business License: Valid ☒

Exempt Pursuant to MCC Section: _____

Exhibit A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Mendocino County Health and Human Services Agency (HHSA) currently uses the Netsmart Technologies, Inc. MyAvatar Electronic Health Record (EHR) system to hold client information and billing records of the clients under HHSA's Mental Health Plan. This includes clinical information captured and managed in the MyAvatar Clinical Work Station (CWS) module.

- A. In order to allow for inclusion of additional clinical content, and to comply with Federal Meaningful Use EHR requirements, **CONTRACTOR** will configure and deploy additional CWS functionality.
- B. 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 HHSA 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 and deployed in 2016/2017, 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. Update, develop, test, and implement progress notes, assessments, treatment plans, reports, or other identified CWS components as directed by the HHSA leadership team.
 - 4. Coordinate training and roll-out to ensure the successful adoption and use of the enhanced CWS system and reporting capabilities.
 - 5. Determine the appropriateness/need for incorporating advanced forms development tools (such as Scriptlink), and work with the HHSA team to appropriately prioritize and schedule such enhancements.
 - 6. Gauge HHSA team members experience with Avatar forms development, providing supplemental training or recommending other courses of action for staff technical development.
 - 7. Identify additional forms that may be needed to support Redwood Quality Management Company (RQMC).

8. Confirm current version and patch levels of MyAvatar and coordinate with NetSmart Technologies, Inc. to arrange for additional software components.
 9. Confirm the action plan, and list of deliverables that the XPIO team can implement on or before June 30, 2018.
 10. Determine the appropriateness/need for incorporating advanced forms development tools (such as Scriptlink), and working with the HHSA team to appropriately prioritize and schedule such enhancements.
- C. Based on results of the assessment outlined in Section B, update, develop, test, and implement progress notes, assessments, treatment plans, reports, or other identified CWS components.
1. Per COUNTY specifications, design components for proper use of multiple iteration tables, data validation and event logic rules, workflow and approval requirements, signature requirements, and use of aliased fields.
 - a. Develop components in HHSA build (BLD) environment and export to User Acceptance Testing (UAT) for testing and validation.
 - b. Facilitate import into LIVE environment upon approval of HHSA EHR leadership team.
- D. Assist in the migration of the management of the Substance Abuse Disorders Treatment (SUDT) program from the State run WITS system over to the Avatar system.
1. Confirm needs for the SUDT program, and establish a plan to set up SUDT for an anticipated 2018 implementation.
 2. Work with the COUNTY to set up Avatar to provide requisite functionality:
 - a. Admissions
 - b. Discharges
 - c. Demographics
 - d. CalOMS Reporting
 - e. Group Management
 - f. Progress Notes – One progress note
 - i. DAP
 - g. Diagnosis
 - h. Treatment Plan – One treatment plan

- i. Problem/Goal/Objective
 - i. Lab Interface – UAs via Redwood Toxicology
- 3. Address needs to track data – due dates/items completed.
- 4. Other needs identified by the team include:
 - a. Need to report when multiple encounters are on the same day.
 - b. 0700 form needs to be completed and in the chart.
- 5. Ensure Confidentiality between SUDT and Mental Health data.
 - a. Review processes and procedures for 42 CFR compliance.
- E. Assist with the implementation of the OrderConnect ePrescribing module, including configuration, testing, and end user and administration training.
- F. Drive the technical implementation of the CareConnect module that will facilitate lab orders and the import of lab results, and provide basic training. CONTRACTOR will provide supplemental support as needed for process documentation, testing, and/or end user and administrator training.
- G. Provide the following support to the COUNTY, as it relates to the application for a grant to pursue the California Whole Person Care initiative:
 - 1. Review the requirements of the California Whole Person Care grant, and document needs for going forward with Avatar to meet these requirements.
 - 2. Coordinate with Redwood MedNet on plans for implementing a health information exchange in Mendocino County.
 - 3. Determine an architecture where the county leads the effort, and receives data as necessary from other included facilities.
 - 4. Establish a pilot program with Hillside Health Center (main clinic).
 - a. Also consider the needs / exchanges with Fort Bragg Hospital and Ukiah Hospital.
 - 5. Review best practices and technical approaches used by other California Counties (Marin, in particular).
 - 6. Collaborate with Redwood or other identified HIEs on interface design and create technical specification documents for data sharing.
 - 7. Determine best method for data extraction and submission based on available Avatar capabilities.

- H. Leverage existing technologies already developed by the CONTRACTOR and extend them into the HHSA environment.
1. This achieves several objectives that will be of benefit to the COUNTY, and other organizations using Avatar including:
 - a. Executive Performance Dashboards that can be customized to organizational needs.
 - b. Enhanced visualization and reporting.
 - c. Increased reporting and analytics options outside of Avatar.
 - d. A Structured Query Language (SQL) based data set that can be much more easily reported against compared to cache.
 - e. Increase in Avatar performance by offloading reports to a more efficient database.
 - f. Less reliance on vendors for working with data and more customization options.
 - g. Increased contract compliance with State Governing Agencies via advanced analytics.
 2. CONTRACTOR will use our existing build of Avatar to help design this integration, and will co-develop executive dashboards, performance metrics, and data visualizations customized to COUNTY to help support the business lines of the organization.
- I. Begin configuration to support and/or anticipate Meaningful Use EHR reporting objectives and mandates.
- J. Coordinate training with COUNTY staff and roll-out to ensure the successful adoption and use of the enhanced CWS system and reporting capabilities, to occur within the final month of service, before June 30, 2017.
- K. 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 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 contract 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, 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.

- L. 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.
- M. Contractor shall obtain prior approval of all advertising/sponsored events from COUNTY and include Mendocino County Health & Human Services as one of the funding sources.
- N. 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

COUNTY will pay CONTRACTOR as per the following instructions:

		FY 16/17	FY 17/18 and 18/19
Development Fee	\$99,875	\$49,875	\$50,000

1. One Hundred, Seventy-Five Dollars (\$175) per hour, not to exceed Ninety-Nine Thousand Eight Hundred Seventy-Five Dollars (\$99,875) for services described in Exhibit A.
2. Travel time is not covered by this contract.
3. Invoices are due by the 10th of the month, following the month services were performed. Invoices not received within thirty (30) days will not be paid.
4. 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, California Title IX, and Exhibit A and Exhibit B as directed within this Agreement.
5. Invoices are to be sent to:

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

Total payments under this Agreement shall not exceed Ninety-Nine Thousand Eight Hundred Seventy-Five Dollars (\$99,875) for the term of this Agreement.

[END OF PAYMENT TERMS]