

Agreement No.: 1409-EHR-2022-LC-A2
Semi-Statewide Enterprise Health Record
May 27, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
“CalMHSA”
PARTICIPATION AGREEMENT AMENDMENT NO. 2
SEMI-STATEWIDE ENTERPRISE HEALTH RECORD PROGRAM

This Participation Agreement Amendment No. 2 (“Amendment No. 2”) amends Participation Agreement No. 1409-EHR-2022-LC, executed on June 9, 2022, (the “Agreement”) and is entered into by and between the California Mental Health Services Authority (“CalMHSA”) and Lake County (“Participant”). This Amendment No. 2 shall be effective as of November 1, 2024.

CalMHSA and Participant agree to amend the Agreement to incorporate additional purchases and to establish an approved “Maximum Funding” amount, not to be exceeded, with the intention of promoting the necessary flexibility and agility to meet Participant’s programmatic needs in a timely manner.

CalMHSA and Participant agree to increase the total approved maximum programmatic funding (“Maximum Funding”) by **\$22,000.00**. The revised Maximum Funding allocated by Participant in the Agreement to the Semi-Statewide Enterprise Health Record Program (“EHR”) shall not exceed the amount of **\$1,528,816.56**.

The Maximum Funding stated above includes the funding Participant has committed to EHR program-related components, modules and implementations purchased to date (“Participant-Specific Committed Funding”) in the amount of **\$1,506,816.56**.

CalMHSA and Participant agree to amend the Agreement by adding or revising the following term(s):

Additional Purchases:

This Amendment No. 2 incorporates additional component purchases totaling **\$155,719.91** in additional committed funding.

The additional component purchases include:

1. Purchase of a subscription to use the “SmartCare CalMHSA Package” for 45 additional EHR Users. This item is an annual application subscription, which will be invoiced on a monthly basis.
2. Purchase of a subscription to use the “Disaster Recovery” for 45 additional EHR Users. This item is an annual application subscription, which will be invoiced on a monthly basis.
 - a. Excess User Subscription Fees. CalMHSA will regularly audit Participant’s EHR User count to ensure compliance with the terms of the Agreement. If, in any given month, Participant’s number of users exceeds the amount specified in Exhibit C, Participant agrees to pay the per-user license fees for each additional user as outlined in the table immediately below. Participant agrees to pay these additional fees within thirty (30) days following receipt of an invoice from CalMHSA.

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Per User Per Month Subscription Fees	3/1/24 - 2/28/25	3/1/25 - 2/28/26	3/1/26 - 2/28/27	3/1/27 - 2/28/28	3/1/28 - 3/18/29
SmartCare CalMHSA Package	\$58.46	\$60.21	\$62.02	\$63.88	\$65.80
Disaster Recovery - Subscription	\$3.66	\$3.77	\$3.88	\$4.00	\$4.12
Total	\$62.12	\$63.98	\$65.90	\$67.88	\$69.92

Additional SmartCare EHR Program Terms:

AMA License Fees

The American Medical Association (“AMA”) created the Current Procedural Technology (“CPT”) code to provide a uniform nomenclature for coding medical procedures and services. CPT code is copyrighted by and is a registered trademark of the AMA. The AMA charges an annual licensing fee (“Licensing Fee”) for each unique National Provider Identifier (“NPI”) that utilizes the CPT code within a calendar year.

CalMHSA shall invoice Participant a \$27 Licensing Fee for each of Participant’s unique NPI end users that utilize the CPT code within a calendar year. Invoicing shall begin April 1, 2025. Thereafter, Participant will be invoiced quarterly for any new NPI End Users utilizing the CPT code. Participant is responsible for making payment in accordance with the terms of the Agreement.

The Licensing Fee amount is determined by the AMA and may be subject to change. The License Fee amount of \$27 per unique NPI end user represents the per-license cost for calendar year 2025. In the event the AMA increases the annual cost of the per NPI end user Licensing Fee in subsequent years the cost to Participant shall be increased accordingly.

By executing this Amendment No. 2, Participant represents that it has reviewed, understands, and agrees to abide by the terms of the AMA End User Agreement attached hereto as Attachment A. Participant further acknowledges that any amendments or modifications made by the AMA to the AMA End User Agreement shall be binding upon Participant. Where practicable, CalMHSA will provide Participant with advance written notice of such changes.

Revised Exhibit B, Section V. Fiscal Provisions:

While adhering to, and under no circumstances exceeding, the approved Maximum Funding amount of **\$1,528,816.56**, Participant’s Behavioral Health Department is explicitly authorized to utilize unallocated Program funds within the approved Maximum Funding amount for the purchase of additional components, modules, implementations, users, etc., related to the EHR program. Any such purchase shall require the execution of an Order Form (attached as Exhibit E hereto) signed by Participant’s Behavioral Health Director.

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Notwithstanding the above, any change in the Maximum Funding amount shall require approval of the Participant's Board of Supervisors.

Revised Exhibit C – Participant Specific Committed Funding and Terms:

The table below reflects the additional purchases affected by the Amendment No. 2, listed above, and the associated **increase of \$155,719.91** in Committed Funding.

This revised Exhibit C replaces Exhibit C in the Agreement, effective November 1, 2024. The revised amount of Participant-Specific Committed Funding for the program term is **\$1,506,816.56**, as stated below:

Description	Unit(s)	Execution - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Participant Instance Installation	1	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 17,388.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 17,388.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 17,388.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 114,000.00	\$ 266,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR Implementation	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSA Package	126	\$ -	\$ 55,540.80	\$ 83,311.20	\$ 83,311.20	\$ 83,311.20	\$ 83,311.20	\$ 83,311.20	\$ 55,540.80
SmartCare Rx Prescribers Subscription	3	\$ -	\$ 2,870.40	\$ 4,305.60	\$ 4,305.60	\$ 4,305.60	\$ 4,305.60	\$ 4,305.60	\$ 2,870.40
SmartCare Patient Portal Subscription	360	\$ -	\$ 264.96	\$ 397.44	\$ 397.44	\$ 397.44	\$ 397.44	\$ 397.44	\$ 264.96
SmartCare HIE / MCO Interface via FHIR	1	\$ -	\$ 2,300.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
SmartCare Add-On Hosting Storage Subscription	250	\$ -	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00
Disaster Recovery Subscription	1	\$ -	\$ 3,024.00	\$ 4,536.00	\$ 4,536.00	\$ 4,536.00	\$ 4,536.00	\$ 4,536.00	\$ 3,024.00
Annual %3 Fee Increase - Subscription	1	\$ -	\$ 990.00	\$ 2,999.71	\$ 3,089.70	\$ 3,182.39	\$ 3,277.86	\$ 3,376.20	\$ 2,295.37
RAND Evaluation	1	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface Implementation	1	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SMS/Text Notification Reminders - Implementation	1	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface Subscription	1	\$ -	\$ 1,739.99	\$ 3,050.74	\$ 3,142.26	\$ 3,236.53	\$ 3,333.63	\$ 3,433.64	\$ 2,334.42
SMS/Text Notification Reminders - Subscription	1	\$ -	\$ 2,047.00	\$ 3,589.04	\$ 3,696.71	\$ 3,807.61	\$ 3,921.84	\$ 4,039.49	\$ 2,746.32
SmartCare CalMHSA Package	45	\$ -	\$ -	\$ -	\$ 21,359.67	\$ 32,838.13	\$ 33,823.27	\$ 34,837.97	\$ 23,685.22
Disaster Recovery - Subscription	45	\$ -	\$ -	\$ -	\$ 1,337.40	\$ 2,056.11	\$ 2,117.79	\$ 2,181.32	\$ 1,483.01
Total Amount by Fiscal Year		\$ 244,764.70	\$ 486,777.15	\$ 108,639.72	\$ 131,625.98	\$ 144,121.01	\$ 145,474.63	\$ 146,868.86	\$ 98,544.50
Total Participant-Specific Committed Funds		\$ 1,506,816.56							

Additional purchase description

Description	Fee Type Description	Payment Term
SmartCare CalMHSA Package Subscription	<p>The “SmartCare CalMHSA Package” is the primary subscription which includes:</p> <ul style="list-style-type: none"> • Use of the EHR • Cloud Hosting of the Software/System (99.95% Up-Time) • CalMHSA Support of the System (Tier 1) • Contractor Support and Maintenance of the System (Tier 2). 	<p>The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.</p>
Disaster Recovery Subscription	<p>Disaster recovery subscription provides the infrastructure and as-needed services to assure Participant's ability to access to the Enterprise Health Record (EHR) after events like a natural disaster, cyber attack, etc. Disaster recovery relies upon the replication of data and computer processing in an off-premises location not affected by the disaster. With this subscription, should such an event occur, access to the EHR will be re-established within 4 hours with data loss not to exceed 15 minutes.</p>	

Revised Exhibit D – Participant Contingency Budget:

Amendment No. 2 revises the Agreement to remove Exhibit D – Participant Contingency Budget and all references to Exhibit D, Contingency Funds or Contingency Budget throughout the Agreement. Within the approved Maximum Funding, unallocated funds may be utilized by Participant’s Behavioral Health Department for the purchase of additional components, modules and/or implementations related to the EHR program.

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All other terms or provisions in the Agreement and subsequent Amendments, not cited in this Amendment No. 2, shall remain in full force and effect.

CalMHSA

DocuSigned by:

Signed:

Amie Miller

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Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director

Date: 5/28/2025

COUNTY OF LAKE

CHAIR, Board of Supervisors

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, c=US,
o=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountycal.gov
Date: 2025.05.27 09:37:30 -0700

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EXHIBIT E

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY "CalMHSA" ORDER FORM NO. ____ SEMI-STATEWIDE ENTERPRISE HEALTH RECORD

This Order Form No. ____ is a contract by and between the California Mental Health Services Authority ("CalMHSA") and _____ County ("Participant").

CalMHSA and Participant entered into Participation Agreement No. _____ executed on _____ (the "Participation Agreement").

Participant intends to purchase additional components, modules and/or services as specified below. CalMHSA and Participant agree to incorporate the additional purchases and corresponding Committed Funding modifications as follows:

ADDITIONAL PURCHASES:

This Order Form No. ____ incorporates additional component purchases totaling _____ in additional Committed Funding. Pricing and payment terms for each additional component purchased can be found in Exhibit E-1, below.

The additional component purchases include:

3. Purchase of a subscription to use the [component, module or service purchased]. This item is an annual application subscription, which will be invoiced on a monthly basis.
4. Purchase of professional services to implement the [component, module or service purchased]. This fee is a one-time charge to be invoiced upon execution of this Order Form No. ____.

This Order Form No. ____ adds \$_____ in additional Committed Funding. The revised total maximum amount of Committed Funding shall not exceed \$_____ inclusive of the _____ increase, for the program term as specified in the Participation Agreement.

Lake County – Order Form No. ____

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EXHIBIT E-1 – ADDITIONAL COMPONENT PURCHASE DESCRIPTION AND PAYMENT TERMS

The table below describes the additional component purchases incorporated by this Order Form No. __, effective as of the date of execution of this Order Form No. __. The components listed are in addition to those included in the Participation Agreement and all subsequent Amendments and Order Forms, if any, that preceded this Order Form No. __.

Description	Fee Type Description	Payment Term
[Component, module or service] Implementation.	One-Time Fee associated with the implementation efforts to support [component, module or service purchased].	The fee for this implementation service shall be due upon execution of this Order Form No. __.
[Component, module or service] Subscription.	[Component, module or service subscription description].	The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.

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All other terms or provisions in the Participation Agreement and all subsequent Amendments and Order Forms, if any, that preceded this Order Form No. __, not cited herein, shall remain in full force and effect.

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

COUNTY OF LAKE


CHAIR, Board of Supervisors

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

 Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, o=US,
o=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountyca.gov
Date: 2025.05.27 11:05:23 -0700

ATTACHMENT A

AMA END USER AGREEMENT TERMS

- (a) Licensed Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.
- (b) Streamline, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Streamline's Licensed Product(s), for the sole purpose of internal use by End User within the Territory. Upon termination or expiration of the Agreement between Streamline and AMA, Streamline shall notify End User. End User shall continue to have the right to use Licensed Content in the Streamline's Licensed Product(s) for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year)("End User Tail Period"). End User's continued use of the Licensed Content during the End User Tail Period is subject to End User's continued compliance with all its obligations under these terms. Upon the expiration of the End User Tail Period, the sublicense granted under these terms shall automatically terminate.
- (c) The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Streamline and the AMA.
- (d) End User is prohibited from making Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the Licensed Product(s), or a copy or portion of Licensed Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.
- (e) **End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. Neither the AMA nor Streamline directly or indirectly practices medicine or dispenses medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA or Streamline, are not part of CPT, and neither the AMA nor Streamline is recommending their use. The Licensed Content does not replace the AMA's *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.**
- (f) End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Streamline, of the same type as required of Streamline under this Agreement. End User consents to the release of such information to the AMA. End User further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require End User to submit or release information that would cause End User to be in violation of applicable federal or state privacy laws.
- (g) U.S. Government End Users. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT

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based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

- (h) End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of these End User Agreement Terms as set forth in Streamline's Master Services Agreement.
- (i) AMA is a third-party beneficiary of these End User Agreement Terms as set forth in Streamline's Master Services Agreement.
- (j) End User expressly consents to the release of its name to the AMA.