

Attachment B –
CaIMHSA FY 2022-29
EHR Program
Participation
Agreement No. 1766-
EHR-2022-SB First
Amendment



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

June 27, 2023

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 23-00619

RE: Consider recommendations regarding a First Amendment to the California Mental Health Services Authority (CalMHSA) Participation Agreement for Semi-Statewide Enterprise Health Record (EHR) Program for Fiscal Years 2022-2029, as follows:

a) Approve and authorize the Director of the Department of Behavioral Wellness, or designee, to execute a First Amendment to the CalMHSA Semi-Statewide EHR Program Participation Agreement No. 1766-EHR-2022-SB, to replace Exhibit C of the original Participation Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the original Participation Agreement with Exhibit D-1 (Participant Contingency Budget) and transfer \$59,628.00 from Exhibit D-1 to Exhibit C-1, resulting in no change to the total maximum contract amount of \$7,429,192.00 for the term of the Agreement, upon final execution of the Agreement through March 18, 2029; and

b) Determine that the above action is a government funding mechanism or other government fiscal activity which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

A motion was made by Supervisor Nelson, seconded by Supervisor Hartmann, that this matter be acted on as follows:

a) Approved and authorized; and

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: June 27, 2023
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director DS
AN
Director(s) Department of Behavioral Wellness, (805) 681-5220
Contact Info: Marshall Ramsey, CHCIO, CDH-E, Chief Information Officer
Department of Behavioral Wellness, (805) 681-5220
SUBJECT: Behavioral Wellness – First Amendment to the California Mental Health Services Authority (CalMHSA) Participation Agreement for Semi-Statewide Enterprise Health Record Program for FY 22-29

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Director of the Department of Behavioral Wellness, or designee, to execute a First Amendment to the **California Mental Health Services Authority (CalMHSA)** Semi-Statewide Enterprise Health Record (EHR) Program Participation Agreement No. 1766-EHR-2022-SB, to replace Exhibit C of the original Participation Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the original Participation Agreement with Exhibit D-1 (Participant Contingency Budget) and transfer \$59,628 from Exhibit D-1 to Exhibit C-1, resulting in no change to the total maximum contract amount of **\$7,429,192** for the term of the Agreement, upon final execution of the Agreement through March 18, 2029 (Attachment A); and
- B. Determine that the above action is a government funding mechanism or other government fiscal activity which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

This item is on the Board's agenda to request approval of a First Amendment to the seven (7)-year California Mental Health Services Authority (CalMHSA) Participation Agreement for the development, implementation, subscription fees, and support and maintenance of a Semi-Statewide Enterprise Health Record (Program) for FY 22-29. The First Amendment replaces Exhibit C of the original Participation Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the original Participation Agreement with Exhibit D-1 (Participant Contingency Budget) and transfers \$59,628 from Exhibit D-1 to Exhibit C-1, resulting in no change to the total maximum contract amount of **\$7,429,192** through March 18, 2029. This amendment allows for the addition of a lab interface and text message notifications to the Agreement.

Background:

The County of Santa Barbara is participating with over twenty counties in California Mental Health Services Authority's ("CalMHSA") Semi-Statewide Enterprise Health Record ("EHR") project. This project is unique in that counties will collaboratively design a lean and modern EHR to meet their needs and the communities they serve both now and into the intermediate future.

The EHR Project is funded by participating counties primarily with Mental Health Services Act MHSA funds, i.e., Innovation ("INN") and/or Capital Facilities & Technological Needs components. CalMHSA, serving as the Administrative Entity and Project Manager, will seek approval by the State Mental Health Services Oversight & Accountability Commission ("MHSOAC") of this multi-county collaborative INN project.

The MHSOAC has identified levers for enabling transformational change, many of which will rely on robust technology and data systems. Of utmost importance among county data systems is the EHR. These records are used to document and claim Medi-Cal services that counties provide and when properly enhanced, can capture vital data and performance metrics across the entire suite of activities and responsibilities shouldered by counties. A foundational goal of this project is to engage key stakeholders and human-centered design experts prior to the new EHR implementation and include their experience and feedback to optimize the user experience and layout of the incoming EHR.

Counties previously provided extensive input in CalMHSA's Request for Proposal process that resulted in a seven-year contract effective March 18, 2022 through March 18, 2029 between CalMHSA and Streamline Healthcare Solutions LLC ("Streamline"), whose EHR product is SmartCare. CalMHSA has entered into a Master Services Agreement with Streamline, who is responsible for the development, implementation, and maintenance of the new Semi-Statewide EHR.

On November 1, 2022, the Board of Supervisors approved and authorized the Director of the Department of Behavioral Wellness (BWell) to execute the seven (7)-year Participation Agreement No. 1766-EHR-2022-SB. The Participation Agreement between CalMHSA and the County of Santa Barbara describes the responsibilities of CalMHSA and each Participant County as well as the financial commitment for each fiscal year period for the duration of the Semi-Statewide EHR program.

CalMHSA and BWell wish to amend Participation Agreement No. 1766-EHR-2022-SB to add a lab interface and text message notifications. The First Amendment will replace Exhibit C of the original Participation Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the original Participation Agreement with Exhibit D-1 (Participant Contingency Budget) and transfer \$59,628 from Exhibit D-1 to Exhibit C-1, resulting in no change to the total maximum contract amount of **\$7,429,192** through March 18, 2029.

Performance Measure:

CalMHSA will work closely with Streamline to coordinate on development and implementation of the EHR. CalMHSA will ensure Streamline submits the following:

- At least ten (10) claims per each participating county that pass the Strategic National Implementation Process (SNIP) edit;
- At least ten (10) Drug Medi-Cal (DMC) claims per each participating county that are approved (including DMC-ODS or DMC claims); and
- At least ten (10) Specialty Mental Health Services (SMHS) claims per each participating county that are subsequently approved.

On behalf of each participating county, CalMHSA will submit to DHCS the following attestations and supporting documents from Streamline as also may be required:

- The changes needed to the Semi-Statewide EHR claiming system have been assessed and have been incorporated into the contract with Streamline.
- All new claiming rates have been loaded into each participating county’s instances of SmartCare Base.
- The Fast Healthcare Interoperability Resources Application Programming Interface (FHIR API) implementation is underway.
- The implementation of the FHIR API has been completed.
- The process of mapping data elements to the United States Core Data for Interoperability (USCDI) has begun.
- The documentation outlining mapped data elements to the USCDI has begun.
- Certification that data elements have been successfully mapped to USCDI, inclusive of completed mapping documentation.

The County’s programmatic responsibilities include providing CalMHSA, Streamline, and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program, as well as performing any and all requested assessments of the Program and providing feedback on program performance.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>	<u>FY 2027-28</u>	<u>FY 2028-29</u>
General Fund							
State (MHSA CFTN)	\$2,327,930.15	\$ 961,839.89	\$ 876,342.25	\$ 877,018.14	\$ 877,714.32	\$ 878,431.37	\$ 629,916.06
Federal							
Fees							
Other:							
Total	\$2,327,930.15	\$ 961,839.89	\$ 876,342.25	\$ 877,018.14	\$ 877,714.32	\$ 878,431.37	\$ 629,916.06
Grand Total							\$ 7,429,192.18

Narrative: The above-referenced contract is funded by State funds. The total maximum amount of Participant-Specific Committed Funding in the Participation Agreement shall not exceed \$6,565,447. Given current expected user growth, development, and professional services related to future projects anticipated to be implemented within the term of the Agreement, a maximum total Participant

Page 4 of 4

Contingency Budget of \$863,745 is also included. The aggregate total agreement is **\$7,429,192**. The Agreement covers the full cost of EHR subscription and maintenance through March 18, 2029.

Key Contract Risks:

Through the development, implementation, support, and maintenance of the EHR, CalMHSA may have access to Personal Health Information (PHI). To mitigate risk in all Participation Agreements between County and CalMHSA where PHI is involved, County and CalMHSA have entered into a Business Associate Agreement (BAA) which was approved by the Board of Supervisors on September 13, 2022 (Agreement No. 1327-BAA-2022-SB).

Wherever County's actual annual costs for participation in the Program exceed the Estimated Annual Cost, County agrees to pay CalMHSA for the difference. Except as provided in the CalMHSA BAA, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of the Participation Agreement. By entering into the Participation Agreement, the County agrees to defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from County's acts or omissions in connection with the provision of mental health services.

The County may withdraw from the Semi-Statewide Enterprise Health Record Program and terminate the Participation Agreement upon six (6) months' written notice. However, withdrawal from the program will not automatically terminate the County's responsibility for its share of the expense and liabilities of the program. The contributions of current and past participating counties are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to the County. Unused funds paid for a joint effort will be returned pro rata to the County in proportion to payments made. Adjustments may be made if a disproportionate benefit was conveyed on a particular participating county. Excess funds at the conclusion of county-specific efforts will be returned to the particular county that paid them.

Special Instructions:

Please return one (1) Minute Order to Bethany Le at bethle@sbcbswell.org and to the BWell Contracts Division at bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: First Amendment – CalMHSA EHR Participation Agreement (1766-EHR-2022-SB-A1)

Attachment B: Executed CalMHSA EHR Participation Agreement (1766-EHR-2022-SB)

Authored by:

Bethany Le

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
“CalMHSA”
PARTICIPATION AGREEMENT AMENDMENT NO. 1
SEMI-STATEWIDE ENTERPRISE HEALTH RECORD

This Participation Agreement Amendment No. 1 is a contract by and between the California Mental Health Services Authority (“CalMHSA”) and Santa Barbara County (“Participant”).

WHEREAS, CalMHSA and Participant entered into Participation Agreement No. 1766-EHR-2022-SB executed on November 8, 2022; and

WHEREAS, CalMHSA and Participant agree to amend the original Participation Agreement to incorporate the additional purchases and corresponding Committed Funding and Contingency Budget modifications as specified below:

ADDITIONAL PURCHASES:

This Participation Agreement Amendment No. 1 incorporates additional component purchases totaling **\$59,627.89** in additional committed funding.

Pricing and payment terms for each additional component purchased can be found in Exhibit C-1, below. Funding for the additional components purchased has been shifted from Participant’s Contingency Budget, Exhibit D, to Participant’s Specific Committed Funding, Exhibit C, below. Please refer to Exhibit C-1 and Exhibit D-1, below, for Participant’s amended Committed Funding and amended Contingency Budget, respectively.

The additional component purchases include:

1. Purchase of a subscription to use the “SmartCare Lab Interface”. This item is an annual application subscription, which will be invoiced on a monthly basis, pursuant to EXHIBIT C-1, below.
2. Purchase of professional services to implement the “SmartCare Lab Interface”. This fee is a one-time charge to be invoiced upon execution of this Agreement Amendment.
3. Purchase of a subscription to use the “SMS/Text Notification Reminders”. This item is an annual application subscription, which will be invoiced on a monthly basis, pursuant to EXHIBIT C-1, below.
4. Purchase of professional services to implement the “SMS/Text Notification Reminders”. This fee is a one-time charge to be invoiced upon execution of this Agreement Amendment.

NOW THEREFORE, CalMHSA and Participant hereby agree to amend the original Participation Agreement No. 1766-EHR-2022-SB in the following manner:

1. EXHIBIT C-1 – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS replaces EXHIBIT C in the original Participation Agreement No. 1766-EHR-2022-SB. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-1.

This Participation Agreement Amendment No. 1 adds **\$59,627.89** in additional committed funding. The revised total maximum amount of committed funding shall not exceed **\$6,565,447**, inclusive of the **\$59,627.89 increase**, for the agreement term as specified in the Participation Agreement 1766-EHR-2022-SB;

2. EXHIBIT D-1 – PARTICIPANT CONTINGENCY BUDGET replaces EXHIBIT D in the original Participation Agreement No. 1766-EHR-2022-SB. All references in the Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-1.

This Participation Agreement Amendment No. 1 reduces participant's Contingency Budget by **\$59,627.89**. The revised total maximum Participant Contingency Budget shall not exceed **\$863,745**, inclusive of the **\$59,627.89 decrease**, for the agreement term as specified in the Participation Agreement No. 1766-EHR-2022-SB.

EXHIBIT C-1 – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS

Committed Funding

1. Exhibit C-1: The table below reflects the additional purchases and associated **increase of \$59,627.89** in Committed Funding affected by this Participation Agreement Amendment No. 1, and replaces EXHIBIT C in the original Participation Agreement No. 1766-EHR-2022-SB, effective upon execution of this Participation Agreement Amendment. The revised maximum amount of Participant-Specific Committed Funding shall not exceed **\$6,565,447** for the program term, as stated below:

Agreement No.: 1766-EHR-2022-SB-A1
 Semi-Statewide Enterprise Health Record
 May 26, 2023

Description	Unit(s)	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	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 107,782.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 107,782.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 107,782.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 1,033,846.15	\$ 86,153.85	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare IP/Residential Implementation	1	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare OE/EMAR Implementation	1	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Pharmacy Interface Implementation	1	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Pyxis Interface Implementation	2	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR Implementation	2	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
High Availability Cloud Infrastructure Implementation	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSa Package	800	\$ 88,160.00	\$ 528,960.00	\$ 528,960.00	\$ 528,960.00	\$ 528,960.00	\$ 528,960.00	\$ 352,640.00
SmartCare Rx Prescribers Subscription	25	\$ 5,980.00	\$ 35,880.00	\$ 35,880.00	\$ 35,880.00	\$ 35,880.00	\$ 35,880.00	\$ 23,920.00
SmartCare Patient Portal Subscription	3000	\$ 552.00	\$ 3,312.00	\$ 3,312.00	\$ 3,312.00	\$ 3,312.00	\$ 3,312.00	\$ 2,208.00
SmartCare IP/Residential Subscription	1	\$ 2,875.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 11,500.00
SmartCare OE/EMAR Subscription	1	\$ 2,875.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 17,250.00	\$ 11,500.00
SmartCare Pharmacy Interface Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
SmartCare Pyxis Interface Subscription	2	\$ 1,150.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 4,600.00
SmartCare HIE / MCO Interface via FHIR	2	\$ 1,150.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ 4,600.00
SmartCare Add-On Hosting Storage Subscription	500	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00
High Availability Cloud Infrastructure Subscription	1	\$ 11,200.00	\$ 67,200.00	\$ 67,200.00	\$ 67,200.00	\$ 67,200.00	\$ 67,200.00	\$ 44,800.00
Disaster Recovery Subscription	1	\$ 4,800.00	\$ 28,800.00	\$ 28,800.00	\$ 28,800.00	\$ 28,800.00	\$ 28,800.00	\$ 19,200.00
Annual %3 Fee Increase - Subscription	1	\$ 3,609.51	\$ 21,873.63	\$ 22,529.84	\$ 23,205.73	\$ 23,901.91	\$ 24,618.96	\$ 16,737.65
Funded RFP Participation Agreement	1	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RAND Evaluation	1	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface Implementation	1	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SMS/Text Notification Reminders - Implementation	1	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface Subscription	1	\$ 503.42	\$ 3,050.74	\$ 3,142.26	\$ 3,236.53	\$ 3,333.63	\$ 3,433.64	\$ 2,334.42
SMS/Text Notification Reminders - Subscription	1	\$ 592.25	\$ 3,589.04	\$ 3,696.71	\$ 3,807.61	\$ 3,921.84	\$ 4,039.49	\$ 2,746.32
Total Amount by Fiscal Year		\$ 2,215,315.42	\$ 836,569.25	\$ 751,270.81	\$ 752,151.87	\$ 753,059.37	\$ 753,994.09	\$ 503,086.39
Total Participant-Specific Committed Funds		\$ 6,565,447						

Santa Barbara County – EXHIBIT C-1 Participant-Specific Committed Funding and Payment Terms

Committed Funds Payment Terms For Additional Purchases

The table below describes the additional component purchases incorporated by this Amendment, effective as of the date of execution of this Participation Agreement Amendment No.1. The components listed are in addition to those included in the original Agreement No. 1766-EHR-2022-SB.

Description	Fee Type Description	Payment Term
SmartCare Lab Interface Implementation	One-Time Fee associated with the implementation efforts to support SmartCare Lab Interface.	The fee for this implementation service shall be due upon execution of this Participation Agreement Amendment.
SMS/Text Notification Reminders Implementation	One-Time Fee associated with the implementation efforts to support SMS/Text Notification Reminders.	The fee for this implementation service shall be due upon execution of this Participation Agreement Amendment.
SmartCare Lab Interface Subscription	Used to exchange order and results with external labs. Labs can be ordered out of SmartCare and sent electronically to an outside lab, then the results pulled back into SmartCare electronically.	The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.
SMS/Text Notification Reminders - Subscription	SmartCare Notification-SMS/Text sends notification of upcoming appointments with date and time.	The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.

Committed Funds Payment Terms

Description	Fee Type Description	Payment Term
Participant Instance Installation	Participant Instance Installation Fee includes: <ul style="list-style-type: none"> • Setup & Configuration of hosted infrastructure • Installation of licensed product and services • Setup and configuration of SmartCare environments for implementation • Ongoing support & maintenance of environments during implementation • Support access for and Participant implementation team 	One-Time Fee to be invoiced upon Participant Agreement execution. Payment of invoices are due within 30 days of receipt
System Acquisition Fee	<ul style="list-style-type: none"> • This cost covers the “Core” CalMHSA Installation of SmartCare • This cost is also associated with establishing an agreement between Streamline and CalMHSA which secured discounted pricing and other considerations 	One-Time Fee to be invoiced upon Participant Agreement execution. Payment of invoices are due within 30 days of receipt

Initial Development Fee (Customization and Security)	This cost covers the identified development items to be delivered during the implementation effort	One-Time Fee to be invoiced upon Participant Agreement execution. Payment of invoices are due within 30 days of receipt
Discretionary Development Budget	This cost establishes a shared budget to address as-yet unidentified items	One-Time Fee to be invoiced upon Participant Agreement execution. Payment of invoices are due within 30 days of receipt
Professional Services Implementation	Monthly Fees are initiated upon Participation Agreement execution and paid throughout the entire phase of each Participant’s Implementation	Payment of invoices are due within 30 days of receipt
SmartCare HIE / MCO Interface via FHIR Implementation	One-Time Fee associated with the implementation efforts to support specific variable modules selected by the Participant	One-Time Fee to be invoiced upon Participant Agreement execution. Payment of invoices are due within 30 days of receipt
Disaster Recovery Implementation	One-Time Fee associated with the professional services to establish infrastructure within the cloud datacenter to support Disaster Recovery	One-Time Fee to be invoiced upon Participant Agreement execution. Payment of invoices are due within 30 days of receipt
SmartCare CalMHSA Package Subscription	The “SmartCare CalMHSA Package” is the primary subscription which includes: •Use of the EHR	For this initial Participant Agreement, these monthly fees will be initiated two months prior to the Implementation Phase assigned to the Participant.

	<ul style="list-style-type: none"> •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>After Go-Live, additional subscriptions as requested by Participant will prompt an associated adjustment to the monthly fees.</p> <p>Subscription shall be invoiced monthly throughout the remaining term of the Participant Agreement. Payment of invoices are due within 30 days of receipt.</p>
SmartCare Rx Prescribers Subscription	Integrated Surescripts Certified subscription based on individual prescriber, which allows users to prescribe medications to patients that can be electronically submitted, printed or faxed directly to the pharmacy.	
SmartCare HIE / MCO Interface via FHIR	Module to integrate with Health Information Exchange (HIE) or Managed Care Organization (MCO) to share client demographic and health information.	
Disaster Recovery Subscription	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	

	<p>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>	
<p>SmartCare Add-On Hosting Storage Subscription</p>	<p>Subscription for 250 gigs of storage. Additional storage can be purchased as needed.</p>	
<p>Annual 3% Fee Increase - Subscription</p>	<p>All Subscription Fees will increase by 3% annually</p>	

EXHIBIT D-1 – PARTICIPANT CONTINGENCY BUDGET

Participant Contingency Budget

1. Exhibit D-1: The table below reflects the **reduction of \$59,627.89** to the Contingency Budget affected by this Participation Agreement Amendment No. 1, and replaces EXHIBIT D in the original Participation Agreement No. 1766-EHR-2022-SB, effective upon execution of this Participation Agreement Amendment. The revised maximum Contingency Budget Funding shall not exceed **\$863,745** for the program term, as stated below:

Description	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
Subscription Costs for Anticipated User Growth (25 additional SmartCare users per year and 5 additional Prescribers)	\$ 24,678.43	\$ 24,678.43	\$ 24,678.43	\$ 24,678.43	\$ 24,678.43	\$ 24,678.43	\$ 24,678.43
Subscription Costs for Additional Modules	\$ 16,455.40	\$ 16,455.40	\$ 16,455.40	\$ 16,455.40	\$ 16,455.40	\$ 16,455.40	\$ 16,455.40
Discretionary Development Budget for Participant Specific Requirements	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16
Professional Services	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16	\$ 41,129.16
Total Amount by Fiscal Year	\$ 123,392.14	\$ 123,392.14	\$ 123,392.14	\$ 123,392.14	\$ 123,392.14	\$ 123,392.14	\$ 123,392.14
Total Participant Contingency Funds	\$ 863,745						

All other terms or provisions in the original Agreement No. 1766-EHR-2022-SB, not cited in this Participation Agreement Amendment No. 1, shall remain in full force and effect.

This Participation Agreement Amendment No. 1 may be executed in any number of counterparts, and each of such counterpart shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

A copy of the original Participation Agreement No. 1766-EHR-2022-SB, on November 8, 2022, shall be attached.

CalMHSA

DocuSigned by:
Signed: Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT
82E9EFBAB7CC446...
Title: Executive Director Date: 7/24/2023

Participant:

DocuSigned by:
Signed: Antonette "Toni" Navarro Name (Printed): Antonette Navarro, LMFT
2095C5A16FE1474...
Title: Director, Department of Behavioral Wellness Date: 7/21/2023