

Attachment C –
CaIMHSA FY 2022-29
EHR Program
Participation
Agreement No. 1766-
EHR-2022-SB executed



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

November 1, 2022

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

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00966

RE: Consider recommendations regarding a California Mental Health Services Authority (CalMHSA) Participation Agreement for Semi-Statewide Enterprise Health Record Program for Fiscal Years (FYs) 2022-2029, as follows: (4/5 Vote Required)

- a) Approve and authorize the Director of the Department of Behavioral Wellness, or designee, to execute a seven (7) year CalMHSA Participation Agreement No. 1766-EHR-2022-SB for the development, implementation, subscription fees, and support and maintenance of a Semi-Statewide Enterprise Health Record Program for a total maximum agreement amount not to exceed \$7,429,192.00 upon final execution of the agreement through March 18, 2029;
- b) Approve Budget Revision Request No. 0008579 for FY 2022-2023 to establish appropriations of \$2,328,000.00 in Behavioral Wellness Mental Health Services Act Fund for Capital Assets (\$1,722,100.00) and Services and Supplies (\$605,900.00) funded by a release of restricted fund balance; and
- c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are 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 Hart, seconded by Supervisor Nelson, that this matter be acted on as follows:

- a) **Approved and authorized; and**
- b) **and c) Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, 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: November 1, 2022
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: 4/5

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director
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 – California Mental Health Services Authority (CalMHSA)
Participation Agreement for Semi-Statewide Enterprise Health Record Program
for FY 22-29

DS
LN

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

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 seven (7) year **California Mental Health Services Authority (CalMHSA) Participation Agreement No. 1766-EHR-2022-SB** for the development, implementation, subscription fees, and support and maintenance of a **Semi-Statewide Enterprise Health Record Program** for a total maximum agreement amount not to exceed **\$7,429,192** upon final execution of the agreement through March 18, 2029 (Attachment A);
- B. Approve Budget Revision Request No. 0008579 for FY 22-23 to establish appropriations of \$2,328,000 in Behavioral Wellness Mental Health Services Act Fund for Capital Assets (\$1,722,100) and Services & Supplies (\$605,900) funded by a release of restricted fund balance (Attachment B); and
- C. Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are 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 to execute a 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) upon final execution of the agreement through March 18, 2029 in the total amount not to exceed \$7,429,192; and to request approval of Budget Revision Request No. 0008579 for FY 22-23 to establish appropriations of \$2,328,000 in Behavioral Wellness Mental Health Services Act Fund for Capital Assets (\$1,722,100) and Services & Supplies (\$605,900) funded by a release of restricted fund balance. CalMHSA is partnering with participating counties to configure a California-centric Enterprise Health Record that will then be implemented across multiple counties. Through this multi-county collaborative effort, the Enterprise Health Record will support counties' core business requirements and address all regulatory requirements specific to the State of California. Once implemented, the new Enterprise Health Record system would eventually replace current software used by the Department of Behavioral Wellness (BWell), such as ShareCare, Clinician's Gateway, Rx30, and RxNT.

Background:

The County of Santa Barbara proposes to participate 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 key principles of the EHR project include:

- a) Enterprise Solution: Acquisition of an EHR that supports the entirety of the complex business needs (the entire "enterprise") of County Behavioral Health Plans ("BHPs").
- b) Collective Activism: Moving from solutions developed within individual counties to a semi-statewide scale allows counties to achieve alignment, pool resources, and bring forward scaled solutions to current problems, thus reducing waste, mitigating risk, and improving quality; and
- c) Leveraging the California Advancing and Innovating Medi-Cal ("CalAIM") initiative: CalAIM implementation represents a transformative moment when primary components within an EHR are being re-designed (i.e., clinical documentation and Medi-Cal claiming) while data exchange and interoperability with physical health care towards improving care coordination and client outcomes are being both required and supported by the State.

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 county BHPs provide and when properly enhanced, can capture vital data and performance metrics across the entire suite of activities and responsibilities shouldered by BHPs. 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.

Until now, county BHPs have had a limited number of options from which to choose when looking to implement a new EHR. The majority of EHR vendors develop products to meet the needs of the much larger physical health care market, while the few national vendors that cater to the behavioral health market have been disincentivized from operating in California by the many unique aspects of the California behavioral health landscape. This has resulted in most county BHPs largely dissatisfied with their current EHRs, yet with few viable choices when it comes to implementing innovative solutions. The pervasive difficulties of 1) configuring the existing EHRs to meet the everchanging California requirements, 2) collecting and reporting on meaningful outcomes for all of the county BH services (including MHSA-funded activities), and 3) providing direct service staff and the clients they serve with tools that enhance rather than hinder care have been difficult and costly to tackle on an individual county basis.

A 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.

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 provide feedback on program performance.

Fiscal and Facilities Impacts:

Budgeted: No

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. BWell requests approval of Budget Revision Request No. 0008579 for FY 22-23 to establish appropriations of \$2,328,000 in Behavioral Wellness Mental Health Services Act Fund for Capital Assets (\$1,722,100) and Services & Supplies (\$605,900) funded by a release of restricted fund balance. The total maximum amount of Participant-Specific Committed Funding in the Participation Agreement shall not exceed \$6,505,819. 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 Contingency Budget of \$923,373 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

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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: CalMHSA Participation Agreement – Semi-Statewide EHR Program

Attachment B: Budget Revision Request No. 0008579

Authored by:

B. Le

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Santa Barbara County (“Participant”) desires to participate in the Program identified below.

Name of Program: Semi-Statewide Enterprise Health Record

2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement, Bylaws, and Business Associate Agreement and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C Participant-Specific Committed Funding and Payment Terms
- Exhibit D Participant Contingency Budget


3. The maximum amount payable under this Participation Agreement is **\$7,429,192**.

4. The first installment of **\$774,401** is due from Participant within 30 days of execution of this Agreement.

5. The term of Participant’s participation in the Program will commence upon final execution of this Participant Agreement through March 18, 2029, unless sooner terminated pursuant to the terms of this Agreement.

6. Authorized Signatures:

California Mental Health Services Authority (“CalMHSA”)

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

Title: Executive Director Date: 11/8/2022

County of Santa Barbara (“Participant”):

Signed:  _____ Name (Printed): Antonette Navarro, LMFT

Title: Director, Department of Behavioral Wellness Date: 11/7/2022

Agreement No.: 1766-EHR-2022-SB
Program Name: SEMI-STATEWIDE ENTERPRISE HEALTH RECORD
Date: October 2022

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

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EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Semi-Statewide Enterprise Health Record
- II. **Term of Program:** CalMHSA has entered into a seven (7) year Master Services Agreement (MSA) with Streamline Healthcare Solutions, LLC (“Contractor”), to develop and implement a Semi-Statewide Enterprise Health Record (“EHR”), beginning March 18, 2022 and terminating on March 18, 2029. CalMHSA has the option to extend the Program with the Contractor for up to three (3) additional one (1) year periods.

III. **Program Objective and Overview:**

Objective:

The Program will include the development and implementation of a Semi-Statewide EHR.

Overview:

The goal of CalMHSA’s effort is to partner with the Contractor and participating counties (“Participants”) to configure a California-centric EHR that will then be implemented across multiple counties. Through this multi-county collaborative effort, the EHR will support counties’ core business requirements and address all regulatory requirements specific to the State of California by establishing consistent workflows, configuration, and functionality that will support:

- Centralized application administration
- Standardized training and end-user support
- Shared technical services
- A common baseline against which new updates for State and federal mandates can be defined/applied
- The creation of a learning community across the participating counties.

By being grounded in clinical best practices and State objectives, the semi-statewide implementation will act as a catalyst for better use of data to drive performance outcomes.

CalMHSA has entered into a MSA with Contractor to develop an EHR that will provide these functions.

Pursuant to the MSA, Contractor will develop and implement “SmartCare Base”, a fully integrated, web based EHR system designed for program, billing and revenue management. SmartCare Base focuses on behavioral healthcare providers and organizations that offer psychiatric inpatient, outpatient, residential and community-based programs. SmartCare Base includes clinical and administrative functionality for client intake and registration; admissions, discharges and transfers; referrals and inquiries; appointment scheduling; individual care planning; assessments and progress

notes; electronic signatures; prescription medication ordering; document management; point-of-service document scanning; authorizations tracking; compliance monitoring; and productivity and outcomes measurement tools. The features for revenue cycle management include service billing and authorization tracking; service, payer, insurance plans and rules management; claims generation; tracking denials; and nightly billing processes to automate many of these functions.

In addition, SmartCare Base will meet the requirements of Medi-Cal, the State of California's version of Medicaid. This includes the ability to capture the data, transmit and monitor the submission process, provide reporting capabilities, check or confirm Medi-Cal Eligibility, Treatment Authorization Request (TAR) creation and submission as well as Medi-Cal required elements for proper claim submission. Contractor will support and include ongoing updates as required by the State of California for the following:

Reporting and Forms:

- CalOMS: California Outcomes Measurements System
- CSI Reporting: Client Services Information
- TADT: Timely Access Data Tool
- NACT: Network Adequacy Certification Tool
- OIG Audits: Office of Inspector General
- ASAM: American Society of Addiction Medicine
- ANSA: Adult Needs and Strengths
- CANS: Child and Adolescent Needs and Strengths
- PSC-35: Pediatric Symptom Checklist
- FSP: Full Service Partnership
- HCAI: Department of Health Care Access and Information (Formerly OSHPD: Office of Statewide Health Planning and Development)

Billing Support:

- UMDAP: Uniform Method of Determining Ability to Pay
- 270/271 Connector for Medi-Cal
- Share of Cost Clearance Integration
- MEDS/MMEF Medi-Cal Eligibility Data System, Medi-Cal Monthly Extract File Import
- Core/Custom updates to 837P and 837I
- Billing Delay Reason Code Documentation

Agreement No.: 1766-EHR-2022-SB
Program Name: Semi-Statewide Enterprise Health Record
Date: October 2022

Finally, CalMHSA, on behalf of Participants, will assure achievement of measurable deliverables to assure Participant compliance and attestation as required by the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP).

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EXHIBIT B – GENERAL TERMS AND CONDITIONS**I. Definitions**

The following terms, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – An organization County or City (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing funding to counties for the expansion of mental health prevention and treatment services.
- D. Department of Health Care Services (DHCS) – The California Department of Health Care Services responsible for behavioral health functions.
- E. Participant – Any County or City participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.
- G. Committed Funds – Any funding specified for fees associated with solution subscriptions and/or professional services that the Participant has committed to the Program through this Participation Agreement.
- H. Contingency Funds – Any funding secured by the Participant for future, as-needed solution subscriptions and/or professional services. Through the execution of subsequent Amendment(s) to this Participation Agreement, funding augmentations may be incorporated for future purchases and services.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program.
 - 2. Invoice and collect funds from Participant for the Program.
 - 3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

4. During implementation activities, work closely with the Contractor to coordinate on development and implementation of the EHR, including:
 - a. Development of customizations and customer extensions
 - b. Setup and configuration of hosted infrastructure
 - c. Installation of licensed product and services
 - d. Setup and configuration of SmartCare Base environments for implementation
 - e. Ongoing support and maintenance of environments during implementation
 - f. Support access for Participant implementation team.

5. Assure Contractor submits the following:
 - a. At least ten (10) claims per each Participant that pass the Strategic National Implementation Process (SNIP) edit;
 - b. At least ten (10) Drug Medi-Cal (DMC) claims per each Participant that are approved (including DMC-ODS or DMC claims); and
 - c. At least ten (10) Specialty Mental Health Services (SMHS) claims per each Participant that are subsequently approved.

6. On behalf of each Participant, submit to DHCS the following attestations and supporting documents from Contractor as also may be required:
 - a. The changes needed to the Semi-Statewide EHR claiming system have been assessed, including updated CPT codes sets and have been incorporated into the contract with Contractor.
 - b. All new claiming rates have been loaded into each Participant's instances of SmartCare Base.
 - c. The Fast Healthcare Interoperability Resources Application Programming Interface (FHIR API) implementation is underway.
 - d. The implementation of the FHIR API has been completed.
 - e. The process of mapping data elements to the United States Core Data for Interoperability (USCDI) has begun.
 - f. The documentation outlining mapped data elements to the USCDI has begun.
 - g. Certification that data elements have been successfully mapped to USCDI, inclusive of completed mapping documentation.

7. Provide a copy of a test data sharing transaction log or a deidentified HL7 test message (or other equivalent documentation) to and from the

Managed Care Organizations (MCOs) or Health Information Exchange (HIE) and each Participant.

8. Enable submission/submit a log of successful FHIR transactions (de-identified) to DHCS over a two-month period in CY 2023.
9. After “Go-Live” of the EHR within the Participant’s jurisdiction, oversee and work closely with the Contractor to ensure compliance with the MSA.
10. Monitor and administer the MSA on behalf of Participants.
11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
12. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA’s Joint Powers Agreement (JPA), Bylaws, and Business Associate Agreement.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as specified in Section V, Fiscal Provisions.
2. Provide CalMHSA, Contractor and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Perform any and all requested assessments of the Program and provide feedback on Program performance.
4. Acknowledge that funds contributed by Participant shall be pursuant to the allocation formula adopted as set forth in Exhibit C—PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA’s JPA, Bylaws, and Business Associate Agreement.

III. Amendment

This Participation Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice in accordance with Section VII Notice.
- B. The withdrawal of Participant from the Program shall not automatically terminate Participant's responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. 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 Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if a disproportionate benefit was conveyed on a particular Participant. Excess funds at the conclusion of Participant-specific efforts will be returned to the particular Participant that paid them.

V. Fiscal Provisions

- A. The total maximum amount of this Participation Agreement shall not exceed **\$7,429,192** for the term of this Agreement as found in EXHIBIT C – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS and EXHIBIT D - PARTICIPANT CONTINGENCY BUDGET, which have been made part of this Agreement.
- B. Payment Terms
 - 1. Participant's Estimated Annual Costs and specific Payment Terms for Committed Funds throughout the term of the Participant Agreement are identified in EXHIBIT C – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS. EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET identifies additional funds to be made available to accommodate expected user growth, development and other professional services anticipated to be executed within the term of the Agreement.

2. Each payment is subject to variance based on several factors including, but not limited to, the total number of Participants, total number of subscriptions/users, the implementation phase selected, the total development cost, and annual CPI Increase.
 3. Wherever Participant's actual annual costs for participation in the Program exceed the Estimated Annual Cost, Participant agrees to pay CalMHSA for the difference.
- C. This is a Multi-County Program. Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by Participants. Except as provided in the CalMHSA Business Associate Agreement, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement.
- B. CalMHSA is not undertaking responsibility for the provision of mental health services, including but not limited to: performing client assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising and/or monitoring providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below, and shall be deemed received upon the other party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Laura Li Position: Chief Administrative Officer, CalMHSA
Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815
Email: laura.li@calmhsa.org Telephone: (279) 234-0700
CC Email to: Randall Keen/Manatt Email: RKeen@manatt.com

Agreement No.: 1766-EHR-2022-SB
Program Name: Semi-Statewide Enterprise Health Record
Date: October 2022

If to Participant:

Name: Antonette Navarro Position: Director, Department of Behavioral Wellness
Address: 300 N. San Antonio Road, Santa Barbara, CA 93110
Email: anavarro@sbcbswell.org Telephone: 805-681-5220
CC Email to: Marshall Ramsey Email: mramsey@sbcbswell.org

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EXHIBIT C – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS

Committed Funding

The total maximum amount of Participant-Specific Committed Funding in this Participation Agreement shall not exceed **\$6,505,819** for the period of Participant Agreement execution through March 18, 2029 as follows:

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 Pvxis 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 CalMHSAs 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 Pvxis 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amount by Fiscal Year		\$2,196,019.74	\$829,929.48	\$744,431.84	\$745,107.73	\$745,803.91	\$746,520.96	\$498,005.65
Total Participant-Specific Committed Funds	\$6,505,819							

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	Payment of invoices are due within 30 days of receipt

	paid throughout the entire phase of each Participant’s Implementation	
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: <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>For this initial Participant Agreement, these monthly fees will be initiated two months prior to the Implementation Phase assigned to the Participant.</p> <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.	

<p>Disaster Recovery Subscription</p>	<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>	
<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 – PARTICIPANT CONTINGENCY BUDGET

Participant Contingency Budget

Given current expected user growth, development and professional services related to future projects anticipated to be implemented within the term of this Agreement, a maximum total Participant Contingency Budget of **\$923,373** is also included and is defined as follows:

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)	\$26,382.08	\$26,382.08	\$26,382.08	\$26,382.08	\$26,382.08	\$26,382.08	\$26,382.08
Subscription Costs for Additional Modules	\$17,596.85	\$17,596.85	\$17,596.85	\$17,596.85	\$17,596.85	\$17,596.85	\$17,596.85
Discretionary Development Budget for Participant Specific Requirements	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74
Professional Services	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74	\$43,965.74
Total Amount by Fiscal Year	\$131,910.41	\$131,910.41	\$131,910.41	\$131,910.41	\$131,910.41	\$131,910.41	\$131,910.41
Total Participant Contingency Funds	\$923,373						