

Attachment A –
CalMHSA FY 2022-29
EHR Program
Participation
Agreement No. 1766-
EHR-2022-SB Second
Amendment

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

This Amendment No. 2 to the Participation Agreement (No. 1766-EHR-2022-SB) ("Amendment No. 2") is entered into by and between the County of Santa Barbara ("Participant"), a political subdivision of the State of California, and California Mental Health Services Authority ("CalMHSA"), a Joint Powers Authority, for the continued provision of services specified herein. This Amendment No. 2 shall be effective upon execution.

RECITALS

With reference to the following:

WHEREAS, Participant and CalMHSA (hereafter "Parties") entered into the Participation Agreement ("Agreement") for the provision of the Semi-Statewide Enterprise Health Record ("EHR") Program services (No. 1766-EHR-2022-SB) for the total maximum contract amount not to exceed \$7,429,192 for the period of upon execution of the contract through March 18, 2029;

WHEREAS, the Parties entered into Amendment No. 1 to the Agreement to replace Exhibit C of the Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the 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 and no change to the contract term; and

WHEREAS, the Parties agree to amend the Agreement to add more licenses for SmartCare CalMHSA Package to support growth of users; to add licenses for High Availability Cloud Infrastructure and Disaster Recovery, to reduce downtime for some users during planned and unplanned outages; to add licenses for SMARTscribe AI (SMARTscribe) and SMARTcomply Compliance (SMARTcomply) to support session note taking and documentation integrity, and to add the license fee for American Medical Association (AMA) in order to use the proprietary industry-standard language in billing codes; such added modules and license fees requires an update to the SmartCare EHR Program Terms as well as inclusion of the AMA End User Agreement Terms. Moreover, the Parties agree to update the Committed Funds Payment Terms for Additional Purchases table and remove Exhibit D – Participant Contingency Budget Contingency Funds table. In addition, the Parties agree to add an Order Form template as Exhibit E; add an Additional Component Purchase Description and Payment Terms template as Exhibit E-1 with the intention of promoting the necessary flexibility and agility to meet Participant's programmatic needs in a timely manner; and the Parties agree to add EXHIBIT E-2 – SmartCare Subscriptions, Add-on Packages, Add-on Modules, And Managed Services to define the possible subscriptions, packages, modules, or managed services that could be added via the new Order Form. Finally, the Parties agree to amend the Agreement to increase the Participant-Specific Committed Funding ("Committed Funding"), and Maximum Funding amount, to correct the existing three percent (3%) annual increase to subscription fees calculation and to replace the Participant-Specific Committed Funding and Payment Terms in Exhibit C-1 with Exhibit C-2.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

- I. Delete Section 2 of the Cover Sheet of the Agreement and replace it with the following:
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 |
| ☒ | Attachment A | AMA End User Agreement Terms |
| ☒ | Attachment B | SMARTscribe and SMARTcomply Terms and Conditions |
| ☒ | Exhibit B | General Terms and Conditions |
| ☒ | Exhibit C-2 | Participant-Specific Committed Funding and Payment Terms |
| ☒ | Exhibit E | California Mental Health Services Authority “CalMHSA” Template – Order Form No. __Semi-Statewide Enterprise Health Record [Template] |
| ☒ | Exhibit E-1 | Additional Component Purchase Description and Payment Terms [Template] |
| ☒ | Exhibit E-2 | SmartCare Subscriptions, Add On Packages, Add On Modules |

- II. Add Section IV. Additional SmartCare EHR Program Terms to Exhibit A – Program Description as follows:

IV. Additional SmartCare EHR Program Terms:

American Medical Association Licensed Content:

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.

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. CalMHSA will provide Participant with written notice of such changes and will provide written notice of the changes in advance where practicable.

- III. Add Attachment A – American Medical Association End User Agreement Terms to the Agreement after Exhibit A – Program Description as follows:

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 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 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 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.
- (k) Definitions. "AMA" means the American Medical Association. "CPT" means Current Procedural Terminology. "End User" is defined in section (b) above. "End User Agreement Terms" means this document. "End User Tail Period" is defined in section (b) above. "Licensed Content" means the Current Procedural Terminology (CPT®) Data File, which means content from the print publication Current Procedural Terminology, Fourth Edition and CPT Standard data file published by the AMA. "Licensed Product" means the Smartcare electronic health record system. "Master Services Agreement" means the license agreement between CalMHSA and Streamline. "Territory" means the United States.

IV. Add Attachment B – SMARTscribe and SMARTcomply Terms and Conditions to the Agreement after Exhibit A – Program Description as follows:

ATTACHMENT B

SMARTSCRIBE AND SMARTCOMPLY TERMS AND CONDITIONS

1. Terms and Conditions:

- a. Only a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use SMARTscribe & SMARTcomply for internal business purposes is granted to the Participant;
- b. No ownership of, or title to the intellectual property in, SMARTscribe & SMARTcomply is transferred to the Participant;
- c. Participant must not, either directly or indirectly, (a) reverse compile, reverse engineer, or disassemble any portion of SMARTscribe & SMARTcomply; (b) make copies of SMARTscribe & SMARTcomply except for backup and archival purposes; (c) use SMARTscribe & SMARTcomply to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (d) use SMARTscribe & SMARTcomply as a standalone application or other than as part of SMARTscribe & SMARTcomply; (e) change any proprietary rights notices which appear in SMARTscribe & SMARTcomply; or (f) modify SMARTscribe & SMARTcomply; and

- d. Participant shall warrant and represent that it has and will require its end users to (i) provide all appropriate notices, (ii) obtain all required informed consents and/or have any and all ongoing legal bases, and (iii) comply at all times with any and all applicable privacy and data protection laws and regulations (including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA")), for using SMARTscribe & SMARTcomply.
- V. Delete Section V, Fiscal Provisions of Exhibit B – General Terms and Conditions and replace it with the following:

V. Fiscal Provisions

- A. The total maximum funding amount of this Agreement shall not exceed **\$7,629,192** for the term of this Agreement ("Maximum Funding"). The Maximum Funding amount includes Committed Funds in the not-to-exceed amount of **\$7,568,897** and Contingency Funds in the not-to-exceed amount of **\$60,295**.

B. Payment Terms

1. This is a Multi-County Program. Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.
2. Participant's estimated annual costs and specific payment terms for Committed Funds throughout the term of the Participant Agreement are identified in EXHIBIT C-2 – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS.
3. 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 of 5% for AMA License Fees and 3% for EHR subscriptions as identified in EXHIBIT C-2 – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS. The per-End User AMA License Fee amount is determined by the AMA in its sole discretion. Therefore, annual projected License Fee amounts are estimations and may be subject to change.
4. 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. While adhering to, and under no circumstances exceeding, the Maximum Funding amount, Participant in its sole discretion may utilize Contingency Funds for the purchase of additional components, modules, implementations, users subscriptions, packages, and managed services related to the Program as set forth in EXHIBIT E-2 SmartCare Subscriptions, Add on Packages, Add on Modules, and Managed Services. Any such purchase shall require the execution of an Order Form (attached as EXHIBIT E hereto) by authorized representatives of both parties.

- VI. Replace Exhibit C-1 – Participant-Specific Committed Funding and Payment Terms with Exhibit C-2 – Participant Specific Committed Funding and Payment Terms as follows:

EXHIBIT C-2 – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS

All references in the Agreement to EXHIBIT C-1 shall be construed to refer to EXHIBIT C-2.

ADDITIONAL PURCHASES:

This Amendment No. 2 incorporates additional component purchases related to the Program totaling **\$610,938** in additional Committed Funds. The additional component purchases include:

- B. The purchase of a subscription to use the “SmartCare CalMHSA Package” for 111 additional EHR Users, effective November 1, 2024.
- C. The purchase of a subscription for “High Availability Cloud Infrastructure” for 111 additional EHR Users, effective November 1, 2024.
- D. The purchase of a subscription for “Disaster Recovery” for 111 additional EHR Users, effective November 1, 2024.
- E. The purchase of a subscription for “SMARTscribe” for 50 Users, effective June 1, 2026 through June 30, 2027.
- F. The purchase of a subscription for “SMARTcomply” for 50 Users, effective June 1, 2026 through June 30, 2027.
- G. The purchase of a subscription for “SMARTscribe” for an additional 180 Users, effective September 1, 2026 through June 30, 2027.
- H. The purchase of a subscription for “SMARTcomply” for an additional 180 Users, effective September 1, 2026 through June 30, 2027.

Excess User Subscription Fees. CalMHSA will regularly audit Participant’s EHR User count to ensure compliance with the terms of the Agreement. Effective November 1, 2024, if, in any given month, Participant’s number of users exceeds the amount specified in Exhibit C-2, 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.

Per User Per Month Subscription Fees	3/1/24 - 2/28/25	3/1/25 - 2/28/26	3/1/26 - 6/30/26	7/1/26 – 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
SmartCare CalMHSA Package	\$58.46	\$60.21	\$62.02	\$62.64	\$64.51	\$65.79
High Availability Cloud Infrastructure - Subscription	\$7.43	\$7.65	\$7.88	\$7.96	\$8.20	\$8.36
Disaster Recovery - Subscription	\$3.66	\$3.77	\$3.88	\$3.41	\$3.51	\$3.58
Total	\$69.55	\$71.63	\$73.78	\$74.01	\$76.22	\$77.73

Per User Per Month Subscription Fees	6/1/26 – 6/30/26	7/1/26 – 6/30/27
SMARTscribe AI Subscription	\$43.00	\$44.29
SMARTcomply Compliance Subscription	\$26.00	\$26.78

This Amendment No. 2 also incorporates AMA Licensing Fees totaling **\$142,300** in additional Committed Funds, effective January 1, 2025. The per-end user AMA License Fee amount is determined by the AMA

in its sole discretion. Therefore, annual projected License Fee amounts are estimations and may be subject to change.

This Amendment No. 2 also incorporates a correction to the calculation of the 3% annual increase in subscription fees as set forth in the Agreement. As a result of this adjustment, the annual subscription fees charged to the Participant shall correctly increase by 3% each fiscal year, commencing on July 1, 2026. This correction results in an additional Committed Funds amount of **\$250,211**, as displayed in the Committed Funds Table.

This Amendment No. 2 adds **\$200,000** to the total maximum funding amount for future user growth, development, other professional services, and additional products related to the EHR program anticipated to be executed within the term of the Agreement; for a revised total maximum contract amount of **\$7,629,192**. Such \$200,000 will be added to the Contingency Funds.

This Amendment No. 2 adds a cumulative total of **\$1,003,450** in additional Committed Funds. The revised total maximum amount of Committed Funds shall not exceed **\$7,568,897**, inclusive of the \$1,003,450 increase, for the term of the Agreement.

This Amendment No. 2 reduces Contingency Funds by **\$803,450**. The revised total maximum amount of Contingency Funds shall not exceed **\$60,295**, inclusive of the **\$1,003,450** decrease and the **\$200,000** increase, for the term of the Agreement.

Committed Funds Table

The table below reflects an increase of **\$1,003,450** in Committed Funds affected by this Amendment No. 2, inclusive of \$610,938 for additional component purchases, \$142,300 for AMA License Fees, and \$250,211 in corrected 3% annual increase in subscription fees.

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COMMITTED FUNDS TABLE FOLLOWS.

Agreement No.: 1766-EHR-2022-SB-A2
Semi-Statewide Enterprise Health Record
May 26, 2026

Exhibit C-2 Committed Funds Table								
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	\$601,302.63	\$619,341.71	\$421,070.60
SmartCare Rx Prescribers Subscription	25	\$5,980.00	\$35,880.00	\$35,880.00	\$35,880.00	\$40,787.09	\$42,010.70	\$28,561.73
SmartCare Patient Portal Subscription	3000	\$552.00	\$3,312.00	\$3,312.00	\$3,312.00	\$3,764.96	\$3,877.91	\$2,636.47
SmartCare IP/Residential Subscription	1	\$2,875.00	\$17,250.00	\$17,250.00	\$17,250.00	\$19,609.18	\$20,197.45	\$13,731.60
SmartCare OE/EMAR Subscription	1	\$2,875.00	\$17,250.00	\$17,250.00	\$17,250.00	\$19,609.18	\$20,197.45	\$13,731.60
SmartCare Pharmacy Interface Subscription	1	\$575.00	\$3,450.00	\$3,450.00	\$3,450.00	\$3,921.84	\$4,039.49	\$2,746.32
SmartCare Pyxis Interface Subscription	2	\$1,150.00	\$6,900.00	\$6,900.00	\$6,900.00	\$7,843.67	\$8,078.98	\$5,492.64
SmartCare HIE / MCO Interface via FHIR	2	\$1,150.00	\$6,900.00	\$6,900.00	\$6,900.00	\$7,843.67	\$8,078.98	\$5,492.64
SmartCare Add-On Hosting Storage Subscription	500	\$1,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,820.54	\$7,025.20	\$4,776.21
High Availability Cloud Infrastructure Subscription	800	\$11,200.00	\$67,200.00	\$67,200.00	\$67,200.00	\$76,390.53	\$78,682.25	\$53,493.54
Disaster Recovery Subscription	800	\$4,800.00	\$28,800.00	\$28,800.00	\$28,800.00	\$32,738.72	\$33,720.96	\$22,925.80
Annual 3% Fee Increase - Subscription	1	\$3,609.51	\$21,873.63	\$22,529.84	\$23,205.73	Beginning FY 26/27 - 3% annual increase included in subscription fee line items above		
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
SmartCare CalMHSA Package	111	\$-	\$-	\$52,687.19	\$81,000.72	\$83,430.74	\$85,933.66	\$58,423.55
High Availability Cloud Infrastructure - Subscription	111	\$-	\$-	\$7,697.49	\$11,834.04	\$12,189.06	\$12,554.74	\$8,535.56
Disaster Recovery - Subscription	111	\$-	\$-	\$3,298.93	\$5,071.73	\$5,223.88	\$5,380.60	\$3,658.10
AMA License Fees Starting 1/1/25	1	\$-	\$-	\$23,274.00	\$27,615.00	\$28,996.00	\$30,446.00	\$31,969.00
SMARTscribe +SMARTcomply - Implementation	1	\$-	\$-	\$-	\$0.00	\$-	\$-	
SMARTscribe AI Subscription	50	\$-	\$-	\$-	\$2,150.00	\$4,429.00		
SMARTcomply Subscription	50				\$1,300.00	\$2,678.00		
SMARTscribe AI Subscription	230					\$101,867.00		
SMARTcomply Subscription	230					\$61,594.00		
Total Amount by Fiscal Year		\$2,215,315.42	\$836,569.25	\$838,228.42	\$881,123.36	\$1,128,295.16	\$987,039.21	\$682,326.10
Total Participant-Specific Committed Funds		\$7,568,897.00						

*Funding allocated to AMA License Fees in the table above represents an estimation of annual fees to be incurred by Participant. Actual charge based on amount of active users with NPI licenses and otherwise subject to AMA License Fee payment terms under this Agreement.

Committed Funds Payment Terms for Additional Purchases

The table below describes the additional purchases incorporated by this Amendment No. 2. The purchases listed are in addition to those included in the original Agreement No. 1766-EHR-2022-SB and Amendment No. 1766-EHR-2022-SB-A1.

Description	Fee Type Description	Payment Term
SmartCare CalMHSA Package Subscription	The “SmartCare CalMHSA Package” is the primary subscription which includes: • 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).	The annual subscription amount shall be invoiced on a monthly basis. Payment of invoices is due within 30 days of receipt.
High Availability Cloud Infrastructure Subscription	In addition to the default disaster recovery tier, the high availability configuration also supports automatic SQL server failover to a second passive node in the same region when the primary server becomes unavailable. All other failover processes must be manually invoked.	
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 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.	
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AMA License Fee	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. The License Fee amount of \$27 per unique NPI end user represents the per-license cost for calendar year 2025. The projected Licensing Fee amount for the calendar year 2025 is \$26,300. The Licensing Fee amount is determined by the AMA and may be subject to change. 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. The AMA Licensing Fee will increase by an estimated annual CPI increase of 5% for AMA License Fees, as reflected in the above Committed Funds Table. Effective Date for the AMA License Fee is January 1, 2025. Invoicing will begin April 1, 2025, in arrears. Thereafter, Participant will be invoiced quarterly for any
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May 26, 2026

		new NPI end users utilizing the CPT code. Participant is responsible for making payment in accordance with the terms of the Participation Agreement. Payment of invoices are due within 30 days of receipt.
SMARTscribe AI & SMARTcomply Compliance - Implementation	One-Time Fee associated with the implementation efforts to support Smart Scribe AI & Compliance	One-Time Fee due within 30 days of execution of this Amendment No. 2.
SMARTscribe AI - Subscription	Create comprehensive and accurate session notes in over 150 languages. The AI Scribe technology can be used in all types of treatment sessions (e.g., office-based 1-on-1 sessions, telehealth sessions, group sessions, field-base sessions, case management, etc.).	This subscription fee will be invoiced on a monthly basis Beginning June 1, 2026 and continuing through June 30, 2027. Payment of invoices are due within 30 days of receipt. Any additional subscriptions requested by Participant will Prompt a corresponding adjustment to the monthly fee amount. <u>Cancellation:</u> Participant may cancel the subscription by providing a minimum of sixty (60) days' advance written notice to CalMHSA. Cancellation will take effect at the end of the 60-day notice period, and all fees due during that period remain payable.

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SMARTcomply Compliance - Subscription	Automatically scan every note to prioritize audit team focus, target training, and reduce risk related to clinical documentation integrity. Live Quality Assist (based on pre-set standard rules) and Compliance Dashboards.	This subscription fee will be invoiced on a monthly basis Beginning June 1, 2026 and continuing through June 30, 2027. Payment of invoices are due within 30 days of receipt. Any additional subscriptions requested by Participant will Prompt a corresponding adjustment to the monthly fee amount. <u>Cancellation:</u> Participant may cancel the subscription by providing a minimum of sixty (60) days' advance written notice to CalMHSA. Cancellation will take effect at the end of the 60-day notice period, and all fees due during that period remain payable.
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- VII.** Delete Exhibit D-1 – Participant Contingency Budget and all references to Exhibit D-1, throughout the Agreement and Amendment No. 1.

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VIII. Add Exhibit E – Order Form Template to the Agreement as follows:

EXHIBIT E

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
“CalMHSA”
ORDER FORM NO. ____
SEMI-STATEWIDE ENTERPRISE HEALTH RECORD [TEMPLATE]**

This is Order Form No. ____ to Participation Agreement No. 1766-EHR-2022-SB executed on June 23, 2023, and all subsequent amendments and order forms, if any, that preceded this Order Form No. ____ (the “Participation Agreement”) by and between California Mental Health Services Authority (“CalMHSA”) and County of Santa Barbara (“Participant”).

Participant orders and CalMHSA agrees to provide the additional components, modules, and/or services related to the Semi-Statewide Enterprise Health Record Program (“Additional Component Purchases”) as specified below. CalMHSA and Participant agree to incorporate the Additional Component Purchases and corresponding Committed Funds and Contingency Funds modifications as follows:

ADDITIONAL PURCHASES:

This Order Form No. ____ incorporates Additional Component Purchases totaling \$_____ in additional Committed Funds. Pricing and payment terms for each Additional Component Purchase are set forth in EXHIBIT E-1, attached hereto and incorporated herein by reference.

The Additional Component Purchases include:

1. Purchase of a subscription to use the [component, module or service purchased].
2. Purchase of professional services to implement the [component, module or service purchased].

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

This Order Form No. ____ reduces Contingency Funds by \$_____. The revised total maximum amount of Contingency Funds shall not exceed \$_____, inclusive of the \$_____ **decrease**, for the term of the Participation Agreement.

All other terms of the Participation Agreement remain in full force and effect.

This Order Form No. ____ is effective as of the date executed by both parties.

Agreement No.: 1766-EHR-2022-SB-A2
Semi-Statewide Enterprise Health Record
May 26, 2026

PARTICIPANT: COUNTY OF SANTA BARBARA

County of Santa Barbara:

By: _____

ANTONETTE NAVARRO, LMFT DIRECTOR,
DEPARTMENT OF BEHAVIORAL WELLNESS

Date: _____

California Mental Health Services Authority:

Signed: _____

Name (printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director

Date: _____

This section left blank intentionally

- IX.** Add Exhibit E-1 – Additional Component Purchase Description and Payment Terms Template to the Agreement as follows:

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

The table below describes the Additional Component Purchases incorporated by this Order Form No. _____. The components listed are in addition to those included in the Participation Agreement.

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 invoice for the fee for this implementation service shall be issued upon execution of this Order Form No. _____. Payment of invoices are due within 30 days of receipt.
[Component, module or service] Subscription.	[Component, module or service subscription description].	The annual subscription amount shall be invoiced on a monthly basis. Payment of invoices are due within 30 days of receipt.

- X.** Add Exhibit E-2 – SmartCare Subscriptions, Add on Packages, Add on Modules, and Managed Services to the Agreement as follows:

EXHIBIT E-2 – SMARTCARE SUBSCRIPTIONS, ADD ON PACKAGES, ADD ON MODULES, AND MANAGED SERVICES

SmartCare Subscription CalMHSA Package: The SmartCare Subscription CalMHSA Package includes the following Streamline subscriptions:

1. SmartCare Base Subscription - SmartCare Base is a fully integrated, web-based Enterprise Electronic Health Record (EHR) system designed for program management, billing and revenue management. It 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; document management; point-of-service document scanning; authorizations tracking; compliance monitoring; 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 features.
2. SmartCare California County Subscription- SmartCare California meets the requirements in the State of California for Medi-Cal (California State Medicaid) behavioral health services. This

includes the ability to capture the data, transmit and monitor the submission process, provide reporting capabilities, check and confirm Medi-Cal Eligibility, TAR creation and submission as well as Medi-Cal required elements for proper claim submission. Streamline will support and include ongoing updates required by the State of California for all of the following listed items.

- Reporting and Forms:
 - CalOMS
 - CSI
 - TADT
 - NACT
 - OIG Audits
 - ASAM
 - ANSA
 - CANS
 - PSC
 - FSP
 - HCAI/OSHDP
 - Billing Support:
 - UMDAP
 - 270/271 Connector for Medi-Cal
 - Share of Cost Clearance Integration
 - MEDS/MMEF Eligibility File Import
 - Core/Custom updates to 837P and 837I
 - Billing Delay Reason Code Documentation
3. SmartCare MCO Subscription- SmartCare MCO provides the ability to manage, communicate and/or pay external contracted service providers. This includes provider portal access so provider staff can contribute to the data collection in a client record and directly see real time updates to claims information. Included in the application are enrollment processes, authorization of contracted providers, contractual management, credentialing service providers, and claims adjudication and payment.
 4. SmartCare DSM 5 Subscription- SmartCare DSM5 subscription provides the ability to see the description associated with any diagnosis in the Diagnostic & Statistical Manual of Mental Disorders V.
 5. SmartCare E&M Note Standalone Subscription- Evaluation & Management-Psych Note can be used for both Psychiatric Evaluation and ongoing medication management services. It is current to the 2021 standard.

6. SmartCare Batch Scanning Subscription- SmartCare Batch Scanning is a document management solution which allows staff to scan documents directly into the client record. The batch capabilities allow for scanning to multiple clients and multiple documents. Documents can be indexed by various criteria including document type, and effective date of the document.
7. SmartCare Rx Package Subscription- SmartCare Rx is an integrated Surescripts-certified solution to securely prescribe and track medication orders. The order can be printed or faxed directly to the pharmacy. Included are patient dashboards, recommended dosing, allergy alerts, tracking of medication orders including those ordered by an outside physician. Refill ordering health maintenance templates, and prescribing patterns. SmartCare Rx is integrated with First DataBank for contra-indications and Rx includes integrated electronic prescribing for controlled substances (EPCS).
8. SmartCare BI Subscription- SmartCare BI is a Data Warehouse which can be used to integrate with a BI & analytics platform to gain visibility into an organization's reporting of key performance indicators. The tool is scalable and can serve as an enterprise data warehouse, by incorporating data from multiple data sources such as SmartCare, accounting and HR systems, and other external data sources. Microsoft's PowerBI is the recommended tool and is purchased separately.
9. SmartCare 270/271 Real-time and Batch Subscription- SmartCare 270/271 Eligibility Interface to Medi-Cal - Electronic capabilities (EDI) to request patient eligibility and benefit information.
10. SmartCare CalMHSA Subscription- System Architecture Enhancement for the Single Landing Page, Consent Management updates for security to support CalMHSA, and Comprehensive MPI functionality to include; Push of Master Client Records to each SC instance, Splitting of client records in SC of all Client Records/ Matching Medi-Cal structure, MCO capabilities into SmartCare CORE (eligibility upload), Client search to include MPI search, New client record into MPI, Synch between SC instances and MPI instance, Merging of client when duplicates occur, Messaging format for standards
11. SmartCare Hosting and Data Storage- Storage up to 250 GB is included per Participant. If individual Participant needs grow beyond 250 GB, the storage can be increased per pricing of SmartCare Add-On Hosting Storage Subscription
12. SmartCare Enhanced SLA - Additional support for requested enhancements to Streamline's SLA as documented in Sections 4 and 5 of Service Level Agreement
13. SmartCare Enhanced Security Requirements - Additional support to deliver on hosting services security requirements in the Master Services Agreement and Business Associate Agreement:
 - a. Infrastructure and professional services required to enable reporting, auditing and compliance for additional security requirements
 - b. 3rd Party security incident monitoring tool (SIEM/MDR Solution) including ongoing, related professional services

Add-On Packages/Functionality

1. SmartCare Rx Prescribers Subscription Per Prescriber Named User- SmartCare Prescribers offers an 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. An overview of the features includes patient dashboards, drug formulary, recommended dosing, tracking of medications ordered, and not ordered by the Physician, with refill ordering health maintenance templates, and prescribing patterns. SmartCare Rx is integrated with First DataBank for contra-indications. SmartCare Rx also includes integrated electronic prescribing for controlled substances (EPCS).

2. SmartCare Patient Portal Subscription Per Named Client User- SmartCare Patient Portal is a real-time integrated patient/family portal for sharing and completing client documentation throughout one or multiple episodes of care. It can be configured to selectively allow the patient and family/guardians to review specific clinical, financial and scheduling information as well as communicate with the core treatment team.
3. SmartCare IP/Residential Subscription Per Module- SmartCare IP/Residential provides the functionality required for organizations that manage bed types that include Inpatient, Residential (short-term and long-term) and Crisis beds. This module offers both white boards and bed boards, as well as the ability to complete census billing with automated bill creation.
4. SmartCare OE/EMAR Subscription Per Module- SmartCare Order Entry (OE) and Electronic Medication Administration Record (EMAR) provide an integrated workflow for prescribing and administering physician orders. These are real-time interfaces with laboratories to send orders and receive results. SmartCare Rx's order entry is used to provide electronic prescribing capabilities, including electronically prescribed controlled substances and is EPCS-certified. The EMAR is also directly part of SmartCare so it can real time interface with the order entry.
5. SmartCare Pharmacy Interface Subscription- SmartCare Pharmacy has options to integrate with individual pharmacies.
6. SmartCare Pyxis Interface Subscription- SmartCare BD Pyxis Interface Subscription provides an electronic interface to BD's Pyxis Medstations for medication management. Medication orders entered into SmartCare are sent electronically to a pharmacy's Pyxis Medstation for dispensing and supply management.
7. SmartCare HIE / MCO Interface via FHIR- SmartCare's HIE subscription is a bi-directional interface that has options to share client demographics, client health information, lab results and CCD/CCDA Documents with Health Information Exchange.
8. SmartCare Add-On Hosting Storage Subscription- Data storage in excess of \$250 GB per Participant
9. High Availability Cloud Infrastructure
10. Cross Region Disaster Recovery

Additional Available Modules

1. SmartCare Anywhere Subscription - SmartCare Anywhere provides a mobile clinical solution with online and offline capabilities to track and manage service activities in the community. It is designed for smaller devices such as tablets and smartphones. Anywhere can sync data with the SmartCare system automatically or this can be performed manually. From the smart-device, the provider can review caseloads; view and schedule appointments; view client details and team calendars; complete assessments; and collect the provider and client signatures electronically.

Anywhere is integrated with the client treatment plans, diagnosis and other discrete and narrative data fields. It can complete real-time electronic visit verification (EVV). EVV functionality requires purchase of SmartCare EVV.

2. SmartCare Primary Care Package Subscription - SmartCare Primary Care includes scheduling; symptom based progress notes templates; E&M coding and billing. A customer-based dashboard provides a medical summary of the patient; workflows for scheduling, rooming, and transcription. Primary Care has the ability to interface with SmartCare FQHC/UDS for reporting and documentation of FQHC service.
3. SmartCare Primary Care Providers Subscription - SmartCare Primary Care Providers is the fee per named user for the Primary Care Package.
4. SmartCare Credit Card Processing Subscription - SmartCare Credit Card Processing is integrated with Open Edge to accept credit and debit card payments. The feature securely transmits the data and does not store credit card information. Open Edge may charge additional fees (processing, equipment, etc.)
5. SmartCare Foster Care Subscription - SmartCare Foster Care is used to manage placement family information, placements, placement history and referral information. The feature includes tracking payments to families and outbound billing. The ability to set permissions and patient access for both placement families and biological families allows for transparency of foster care processes.
6. SmartCare Education Subscription - SmartCare Education is used to create classrooms, assign children to a classroom, assign staff to specific classrooms and track progress/grades per quarter throughout the school year.
7. SmartCare Medication Assisted Treatment Subscription - SmartCare Medication Assisted Treatment Includes the ability to check in clients via a reception screen specifically designed for MAT purposes, see daily schedule, ability for single dispense or single dispense plus take home bottles, create labels and see pertinent client information when dispensing. It is integrated with eMAR and Medication Inventory.
8. SmartCare FQHC/UDS Subscription - SmartCare FQHC/UDS is a reporting process for reporting and documentation of FQHC services in SmartCare. The module includes UDS reporting, FQHC Billing, and HL7 for Dental. SmartCare FQHC/UDS requires purchase of SmartCare Primary Care.
9. SmartCare IPFQR Subscription - SmartCare IPFQR is a set of standard reports submitted annually for Psychiatric Facility Quality Reporting. This includes the annual updates per the federal requirements. The reports include: All federally required IPFQR Reports, IPFQR List page in My Office tab, IPFQR Detail Page
10. SmartCare MU3/MIPS Subscription - SmartCare MU3/MIPS reporting package is 2015 ONC Certified. It includes all elements that are required for the data collection and reporting of Meaningful Use or MIPS reporting under the 2015 certification. HispDirect Messaging is required for Health Information Exchanges (HIE) and the CQM reporting package.
11. SmartCare CCBHC Subscription - SmartCare CCBHC reporting includes the quality measures required for CCBHC organizations per the SAMHSA requirements. The standard includes the NQF measures required in federal reporting. In addition, reports for tracking CCBHC client referrals, service charges, and patient outcomes.

12. SmartCare NOMS Subscription - SmartCare NOMS - National Outcomes Measure captures SAMHSA NOMS Data Set.
13. SmartCare HispDirect Direct Messaging Subscription - SmartCare HISP - Health Information Exchange Service Providers is the direct messaging system to connect to other organizations using the national HispDirect system secure clinical data exchange. This interface can be used to submit and receive CCD files and PDFs of client data securely from external providers.
14. SmartCare Lab Interface Subscription - SmartCare Lab Interface is used to exchange orders and results with external labs. Labs can be ordered out of SmartCare and sent electronically to an outside lab, then the results are pulled back into SmartCare electronically. (Subject to the lab willing to work with Streamline) Existing commercial lab interfaces: Quest, LabCorp, CPL (Clinical Pathology Labs), Dominion, Aegis, Bioreference
15. SmartCare PMP Appriss Subscription - SmartCare Integration with Appriss for PMP (prescription drug monitoring programs).
16. SmartCare Notification-Email Subscription - SmartCare Notification-Email sends notification of upcoming appointments with date and time. The subscription includes 120,000 Emails and cannot roll over to the next subscription year.
17. SmartCare Notification SMS/Text Subscription - SmartCare Notification-SMS/Text sends notification of upcoming appointments with date and time. The subscription includes 150,000 SMS/Text messages and cannot roll-over to the next subscription year.
18. SmartCare Notification-Voice Calls Subscription - SmartCare Notification-Voice Calls sends notification of upcoming appointments with date and time. The subscription includes 100,000 Voice calls (not more than 1 minute per call) and cannot roll-over to the next subscription year.
19. SMARTscribe AI Subscription - Create comprehensive and accurate session notes in over 150 languages. The AI Scribe technology can be used in all types of treatment sessions (e.g., office-based 1-on-1 sessions, telehealth sessions, group sessions, field-base sessions, case management, etc.).
20. SMARTcomply Compliance Subscription - Automatically scan every note to prioritize audit team focus, target training, and reduce risk related to clinical documentation integrity. Live Quality Assist (based on pre-set standard rules) and Compliance Dashboards.

CalMHSA Managed Services

EHR Enhancements and Scripting

1. Counties can request new EHR functionalities, scripting solutions, or modifications to existing functionality.

EHR Report Development

1. Development of tailored reports and modifications to existing reports, based on county requirements.

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System Administration as a Service

1. Configuration, user management, and specialized consultation.

RCM Services

1. May include:
 - A. Monthly Revenue Cycle Management – Billing and Accounts Receivable (A/R) Cycle Support
 - B. Set-Up and Configuration
 - C. State Reporting

XI. Effectiveness. The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement and Amendment No. 1. The terms and provisions of the original Agreement, except as expressly modified and superseded by Amendment No. 1 and Amendment No. 2, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

XII. Execution of Counterparts. This Amendment No. 2 may be executed in any number of counterparts, and each of such counterparts 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.

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SIGNATURE PAGE FOLLOWS.

Agreement No.: 1766-EHR-2022-SB-A2
Semi-Statewide Enterprise Health Record
May 26, 2026

SIGNATURE PAGE

Amendment No. 2 to the Participation Agreement between the **County of Santa Barbara** and the **California Mental Health Services Authority**.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to be effective as of the date executed by both parties.

PARTICIPANT: COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA:

By:

Signed by:

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BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date:

6/10/2026 | 3:26 PM PDT

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

Signed by:

0B03F3BDF0EE4AA...


Deputy Clerk

Date:

6/10/2026 | 3:31 PM PDT

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

Signed by:

48A252DEFFD3466...

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

By:

Signed by:

02BA147EF6A84DE...

Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR,
DEPARTMENT OF BEHAVIORAL WELLNESS

By:

DocuSigned by:

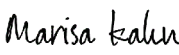
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Director

APPROVED AS TO FORM:

MARISA KAHN,
INTERIM RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:

Signed by:

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Interim Risk Manager

Agreement No.: 1766-EHR-2022-SB-A2
Semi-Statewide Enterprise Health Record
May 26, 2026

California Mental Health Services Authority:

Signed:  _____ Name (printed): Dr. Amie Miller, Psy.D., LMFT
Title: Executive Director Date: 5/27/2026