

Siskiyou County EHR Participation Agreement Amendment No. 2

Agreement No.: 1488-EHR-2022-SK-A2

Semi-Statewide Enterprise Health Record

July 8, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

“CalMHSA”

PARTICIPATION AGREEMENT AMENDMENT NO. 2

SEMI-STATEWIDE ENTERPRISE HEALTH RECORD PROGRAM

This Participation Agreement Amendment No. 2 (“Amendment No. 2”) amends Participation Agreement No. 1488-EHR-2022-SK, executed on September 22, 2022, and as amended on September 17, 2024 (the “Agreement”) and is entered into by and between the California Mental Health Services Authority (“CalMHSA”) and Siskiyou County (“Participant”). This Amendment No. 2 shall be effective as of November 1, 2024.

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

CalMHSA and Participant agree that the total approved maximum programmatic funding (“Maximum Funding”) allocated by Participant in the Agreement to the Semi-Statewide Enterprise Health Record Program (“EHR”) shall increase by **\$20,000.04**. Inclusive of this increase in funding, the revised Maximum Funding amount shall not exceed **\$1,160,032.51**.

The Maximum Funding stated above includes the funding Participant has committed to EHR program-related components, modules and implementations purchased to date (“Participant-Specific Committed Funding”) in the amount of **\$1,108,079.77**.

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

Additional Purchases:

This Amendment No. 2 incorporates additional component purchases and subscription removals for a net total of **\$51,097.92** in additional committed funding.

The additional component purchases include:

1. Purchase of a subscription to use the “SmartCare CalMHSA Package” for 24 additional EHR Users. This item is an annual application subscription, which will be invoiced on a monthly basis.
2. Purchase of a subscription for “Disaster Recovery” for 24 additional EHR Users. This item is an annual application subscription, which will be invoiced on a monthly basis.
 - a. Excess User Subscription Fees. CalMHSA will regularly audit Participant’s EHR User count to ensure compliance with the terms of the Agreement. If, in any given month, Participant’s number of users exceeds the amount specified in Exhibit C, Participant agrees to pay the per-user license fees for each additional user as outlined in the table

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

Removals:

1. Removal of a subscription to use the “SmartCare Lab Interface”. This subscription removal shall be effective as of May 1, 2025.
 - a. Any amounts previously paid to CalMHSA by Participant for the implementation of or subscription to the “SmartCare Lab Interface” being removed shall be credited to Participant’s future invoices by CalMHSA.

Revised Exhibit C – Participant Specific Committed Funding and Terms:

The table below reflects the additional purchases and removals affected by the Amendment No. 2, listed above, and the associated net **increase of \$51,097.92** in Committed Funding.

This revised Exhibit C replaces Exhibit C in the Agreement, effective November 1, 2024. The revised amount of Participant-Specific Committed Funding for the program term is **\$1,108,079.77**, as stated below:

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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	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 12,680.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 12,680.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 12,680.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 313,846.15	\$ 26,153.85	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR Implementation	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface Implementation	1	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSA Package	76	\$ 8,375.20	\$ 50,251.20	\$ 50,251.20	\$ 50,251.20	\$ 50,251.20	\$ 50,251.20	\$ 33,500.80
SmartCare Rx Prescribers Subscription	5	\$ 1,196.00	\$ 7,176.00	\$ 7,176.00	\$ 7,176.00	\$ 7,176.00	\$ 7,176.00	\$ 4,784.00
SmartCare Patient Portal Subscription	340	\$ 62.56	\$ 375.36	\$ 375.36	\$ 375.36	\$ 375.36	\$ 375.36	\$ 250.24
SmartCare HIE / MCO Interface via FHIR Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
SmartCare Lab Interface Subscription	1	\$ 488.76	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 1,955.04
SmartCare Add-On Hosting Storage Subscription	250	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00
Disaster Recovery Subscription	1	\$ 456.00	\$ 2,736.00	\$ 2,736.00	\$ 2,736.00	\$ 2,736.00	\$ 2,736.00	\$ 1,824.00
Annual %3 Fee Increase - Subscription	1	\$ 349.61	\$ 2,118.61	\$ 2,182.17	\$ 2,247.63	\$ 2,315.06	\$ 2,384.51	\$ 1,621.15
RAND Evaluation	1	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SMS/Text Notification Reminders - Implementation	1	\$ -	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -
SMS/Text Notification Reminders - Subscription	1	\$ -	\$ -	\$ 2,781.68	\$ 3,807.61	\$ 3,921.84	\$ 4,039.49	\$ 2,746.32
SmartCare CalMHSA Package	24	\$ -	\$ -	\$ 11,391.83	\$ 17,513.67	\$ 18,039.08	\$ 18,580.25	\$ 12,632.12
Disaster Recovery - Subscription	24	\$ -	\$ -	\$ 713.28	\$ 1,096.59	\$ 1,129.49	\$ 1,163.37	\$ 790.94
SmartCare Lab Interface - Implementation	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface - Subscription	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amount by Fiscal Year		\$ 569,289.55	\$ 98,193.58	\$ 90,190.07	\$ 94,586.62	\$ 95,326.59	\$ 96,088.75	\$ 64,404.61
Total Participant-Specific Committed Funds		\$ 1,108,079.77						

Additional purchase description

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)	The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.

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	• CalMHSA Support of the System (Tier 1) • Contractor Support and Maintenance of the System (Tier 2).	
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.	

AMA License Fees

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

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

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

By executing this Amendment No. 2, Participant represents that it has reviewed, understands, and agrees to abide by the terms of the AMA End User Agreement attached hereto as Attachment A. Participant further acknowledges that any amendments or modifications made by the AMA to the

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AMA End User Agreement shall be binding upon Participant. Where practicable, CalMHSA will provide Participant with advance written notice of such changes.

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

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 8/6/2025

COUNTY OF SISKIYOU

Signed by:

Nancy Ogren

NANCY OGREN, CHAIR

Board of Supervisors

County of Siskiyou

State of California

ATTEST:

LAURA BYNUM

Clerk, Board of Supervisors

DocuSigned by:

Wendy Winingham

CE1F1C5B-AD1A5444...

Deputy

CONTRACTOR: California Mental Health Services
Authority

DocuSigned by:

Amie Miller

Dr. Amie Miller, Psy.D., MFT

Date: 7/16/2025

License No.: N/A

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund Organization Account

Activity Code (if applicable)

See attached page for multi-year accounting

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$1,160,032.51

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Additional Multi Year Accounting

	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total
2122-401030-723000	0.00	0.00	0.00	0.00	0.00	46,585.07	63,665.13	110,250.20
2134-401100-723000	0.00	0.00	0.00	0.00	0.00	5,176.12	7,073.90	12,250.02
2122-401030-723000-2071	12,701.68	3,440.24	3,440.24	0.00	0.00	0.00	0.00	19,582.16
2134-401100-723000-2071	20,678.29	20,678.25	20,678.28	0.00	0.00	0.00	0.00	62,034.82
2129-401031-723000-165B	535,909.62	74,075.09	89,686.04	101,823.15	102,660.22	51,761.19	0.00	955,915.31
TOTAL	569,289.59	98,193.58	113,804.56	101,823.15	102,660.22	103,522.38	70,739.03	1,160,032.51

ATTACHMENT A

AMA END USER AGREEMENT TERMS

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

(g) U.S. Government End Users. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT

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.