

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. 1543-EHR-2022-FC, executed on June 29, 2022 (the “Agreement”) and is entered into by and between the California Mental Health Services Authority (“CalMHSA”) and Fresno County (“Participant”) effective January 1, 2025.

CalMHSA and Participant agree to amend the Agreement to incorporate additional terms described below.

Additional SmartCare EHR Program Terms:

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 of the Agreement, 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.

The Participant will be billed only for excess SmartCare users who have active SmartCare Prod login access during a given month. If a user has login access at any point during the month — even if access is subsequently revoked — the participant will be charged for that user for the full month. Any changes to user access will take effect for billing purposes in the following calendar month.

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

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 use the CPT code in any capacity at any time within a calendar year. Invoicing shall begin April 1, 2025. Thereafter, Participant will be invoiced quarterly for any new NPI End Users utilizing the CPT code. Participant is responsible for making payment in accordance with the terms of the Agreement.

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

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

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

CalMHSA:

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): Ernest Buddy Mendes
Chairman of the Board of Supervisors
Title: of the County of Fresno Date: _____

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.

AMENDMENT NO. 2 TO THE PARTICIPATION AGREEMENT
BETWEEN THE COUNTY OF FRESNO

AND

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000

Organization: 5630

Account/Program: 7295/0