



# RESOLUTION No. 25-004

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY SEMI-STATEWIDE ENTERPRISE HEALTH RECORD PROGRAM TO INCREASE THE NUMBER OF ELECTRONIC HEALTH RECORD USERS FOR THE TERM OF JULY 1, 2022, THROUGH MARCH 18, 2029, SHIFTING \$252,612 FROM THE CONTINGENCY BUDGET TO COMMITTED FUNDING, KEEPING THE CONTRACT MAXIMUM AT \$2,281,864.27. (RES. 22-365) (RES. 23-098) (RES. 23-235)**

WHEREAS, the State has mandated that Mental Health Departments have fully functioning Electronic Health Record Systems; and

WHEREAS, the Nevada County Behavioral Health Department is contracted with the California Mental Health Services Authority (CalMHSA) Semi-Statewide Enterprise Health Record Program for the services related to a California-centric Enterprise Health Record; and

WHEREAS, CalMHSA is a Joint Power Authority representing County Behavioral Health Departments under the authority of the Government Code; and

WHEREAS, the overall objective of the contract is to partner with CalMHSA who is providing licensed software, implementation, training, support, hosting and maintenance of software commonly known as Streamline Healthcare Solutions, LLC related to Behavioral Health's Electronic Health Record System (EHRS); and

WHEREAS, on July 12, 2022, per Resolution 22-365, the Nevada County Board of Supervisors approved a Participation Agreement to authorize Nevada County to participate in the CalMHSA Semi-Statewide Enterprise Health Record Program and was subsequently amended March 14, 2023 per Resolution 23-098 and again per Resolution 23-235 on June 13, 2023; and

WHEREAS, the County is in receipt of Amendment No. 3 to the Agreement which increases the number of EHR users to reflect actual system utilization.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 3 to the Participation Agreement by and between the California Mental Health Services Authority Semi-Statewide Enterprise Health Record Program, pertaining to the provision of services related to a California-centric Enterprise Health Record for the contract term of term July 1, 2022, through March 18, 2029, in the maximum contract amount of \$2,281,864.27, be and hereby is approved, and that the Board of Supervisors authorizes the Director of Behavioral Health, or his or her designee execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40103-493-1000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of January 2025, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.
- Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Heidi Hall, Chair

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**  
**“CalMHSA”**  
**PARTICIPATION AGREEMENT AMENDMENT NO. 3**  
**SEMI-STATEWIDE ENTERPRISE HEALTH RECORD PROGRAM**

This Participation Agreement Amendment No. 3 (“Amendment No. 3”) amends Participation Agreement No. 1575-EHR-2022-NC, executed on July 20, 2022, (the “Agreement”) and is entered into by and between the California Mental Health Services Authority (“CalMHSA”) and Nevada County (“Participant”). This Amendment No. 3 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 not exceed the amount of **\$2,281,864.27**.

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 **\$2,267,035.34**.

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

Additional Purchases:

This Amendment No. 3 incorporates additional component purchases totaling **\$252,612.29** in additional committed funding.

The additional component purchases include:

1. Purchase of a subscription to use the “SmartCare CalMHSA Package” for 73 additional EHR Users. This item is an annual application subscription, which will be invoiced on a monthly basis.
2. Purchase of a subscription to use the “Disaster Recovery” for 73 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 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
<b>Total</b>	\$62.12	\$63.98	\$65.90	\$67.88	\$69.92

Revised Exhibit B, Section V. Fiscal Provisions:

While adhering to, and under no circumstances exceeding, the approved Maximum Funding amount of **\$2,281,864.27**, Participant’s Behavioral Health Department is explicitly authorized to utilize unallocated Program funds within the approved Maximum Funding amount for the purchase of additional components, modules, implementations, users, etc., related to the EHR program. Any such purchase shall require the execution of an Order Form (attached as Exhibit E hereto) signed by Participant’s Behavioral Health Director.

Notwithstanding the above, any change in the Maximum Funding amount shall require approval of the Participant’s Board of Supervisors.

Revised Exhibit C – Participant Specific Committed Funding and Terms:

The table below reflects the additional purchases affected by the Amendment No. 3, listed above, and the associated **increase of \$252,612.29** 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 **\$2,267,035.34**, as stated below:

Agreement No.: 1575-EHR-2022-NC-A3  
Semi-Statewide Enterprise Health Record  
January 8, 2025

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	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 33,380.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 33,380.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 33,380.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 498,461.54	\$ 41,538.46	\$ -	\$ -	\$ -	\$ -	\$ -
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	265	\$ 29,203.00	\$ 175,218.00	\$ 175,218.00	\$ 175,218.00	\$ 175,218.00	\$ 175,218.00	\$ 116,812.00
SmartCare Rx Prescribers Subscription	4	\$ 956.80	\$ 5,740.80	\$ 5,740.80	\$ 5,740.80	\$ 5,740.80	\$ 5,740.80	\$ 3,827.20
SmartCare Patient Portal Subscription	450	\$ 82.80	\$ 496.80	\$ 496.80	\$ 496.80	\$ 496.80	\$ 496.80	\$ 331.20
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	\$ 2,992.56	\$ 2,992.56	\$ 2,992.56	\$ 2,992.56	\$ 2,992.56	\$ 1,955.04
Disaster Recovery Subscription	1	\$ 1,590.00	\$ 9,540.00	\$ 9,540.00	\$ 9,540.00	\$ 9,540.00	\$ 9,540.00	\$ 6,360.00
Annual %3 Fee Increase - Subscription	1	\$ 986.89	\$ 5,980.56	\$ 6,159.97	\$ 6,344.77	\$ 6,535.12	\$ 6,731.17	\$ 4,576.31
RAND Evaluation	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SMS/Text Notification Reminders - Implementation	1	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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
Single Sign On (SAML) - Implementation	1	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSA Package	73	\$ -	\$ -	\$ 34,650.14	\$ 53,270.74	\$ 54,868.87	\$ 56,514.93	\$ 38,422.69
Disaster Recovery - Subscription	73	\$ -	\$ -	\$ 2,169.56	\$ 3,335.46	\$ 3,435.53	\$ 3,538.59	\$ 2,405.78
<b>Total Amount by Fiscal Year</b>		<b>\$ 796,279.45</b>	<b>\$ 248,486.21</b>	<b>\$ 244,054.54</b>	<b>\$ 264,136.75</b>	<b>\$ 266,139.51</b>	<b>\$ 268,202.35</b>	<b>\$ 179,736.54</b>
<b>Total Participant-Specific Committed Funds</b>		<b>\$ 2,267,035.34</b>						

Additional purchase description

Description	Fee Type Description	Payment Term
SmartCare CalMHSA Package Subscription	<p>The "SmartCare CalMHSA Package" is the primary subscription which includes:</p> <ul style="list-style-type: none"> <li>• Use of the EHR</li> <li>• Cloud Hosting of the Software/System (99.95% Up-Time)</li> <li>• CalMHSA Support of the System (Tier 1)</li> <li>• Contractor Support and Maintenance of the System (Tier 2).</li> </ul>	<p>The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.</p>

<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>	
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Revised Exhibit D – Participant Contingency Budget:

Amendment No. 3 revises the Agreement to remove Exhibit D – Participant Contingency Budget and all references to Exhibit D, Contingency Funds or Contingency Budget throughout the Agreement. Within the approved Maximum Funding, unallocated funds may be utilized by Participant’s Behavioral Health Department for the purchase of additional components, modules and/or implementations related to the EHR program.

All other terms or provisions in the Agreement and subsequent Amendments, not cited in this Amendment No. 3, 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): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT E**

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
"CalMHSA"  
ORDER FORM NO. \_\_  
SEMI-STATEWIDE ENTERPRISE HEALTH RECORD**

This Order Form No. \_\_ is a contract by and between the California Mental Health Services Authority ("CalMHSA") and \_\_\_\_\_ County ("Participant").

CalMHSA and Participant entered into Participation Agreement No. \_\_\_\_\_ executed on \_\_\_\_\_ (the "Participation Agreement").

Participant intends to purchase additional components, modules and/or services as specified below. CalMHSA and Participant agree to incorporate the additional purchases and corresponding Committed Funding modifications as follows:

**ADDITIONAL PURCHASES:**

This Order Form No. \_\_ incorporates additional component purchases totaling \_\_\_\_\_ in additional Committed Funding. Pricing and payment terms for each additional component purchased can be found in Exhibit E-1, below.

The additional component purchases include:

3. Purchase of a subscription to use the [component, module or service purchased]. This item is an annual application subscription, which will be invoiced on a monthly basis.
4. Purchase of professional services to implement the [component, module or service purchased]. This fee is a one-time charge to be invoiced upon execution of this Order Form No. \_\_.

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

\_\_\_\_\_ County – Order Form No. \_\_

**EXHIBIT E-1 – ADDITIONAL COMPONENT PURCHASE DESCRIPTION AND PAYMENT TERMS**

The table below describes the additional component purchases incorporated by this Order Form No. \_\_, effective as of the date of execution of this Order Form No. \_\_. The components listed are in addition to those included in the Participation Agreement and all subsequent Amendments and Order Forms, if any, that preceded this Order Form No. \_\_.

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 fee for this implementation service shall be due upon execution of this Order Form No. __.
[Component, module or service] Subscription.	[Component, module or service subscription description].	The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.



All other terms or provisions in the Participation Agreement and all subsequent Amendments and Order Forms, if any, that preceded this Order Form No. \_\_, not cited herein, 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): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_