

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
“CalMHSA”
PARTICIPATION AGREEMENT AMENDMENT NO. 4
SEMI-STATEWIDE ENTERPRISE HEALTH RECORD PROGRAM

This Participation Agreement Amendment No. 4 (“Amendment No. 4”) 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”).

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 **\$2,406,864.28**.

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 **\$2,391,228.09**.

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

ADDITIONAL PURCHASES:

This Amendment No. 4 incorporates additional component purchases totaling **\$124,192.75** in additional committed funding.

Quality Assurance/Quality Improvement Analytics Program Offerings:

CalMHSA will support Participants in managing essential Quality Assurance and Quality Improvement (“QA/QI”) activities for those utilizing the CalMHSA SmartCare Electronic Health Record System. These Program Offerings strive to enhance organizational effectiveness through structured quality assessment, data-driven insights, and streamlined and standardized operational processes, strengthen compliance, increase knowledge on policy development, and support workforce retention.

The table below includes a complete list of the available Program Offerings under this Agreement. Additional details on each QA/QI Analytics Program Offering are included in the sections that follow. Each QA/QI Analytics Program Offering listed below are provided through and conclude after December 31, 2025. Participant may select the Program Offerings in which it would like to participate.

Item Number	Program Offering	Description	Cost*
1	Policies Development	CalMHSA will conduct a comprehensive review and synthesis of 6 newly published Behavioral Health Information Notices (BHINs) to develop policies that support county plans' compliance with BHIN guidance. These policies will incorporate all necessary elements to facilitate adherence to regulatory requirements. Training may include updates to current workflows, EHR updates or enhancements, documentation requirements, and claiming for services.	\$45,288.75
2	EQRO Audit Preparation (ISCAT/NAV)	CalMHSA will support county plan(s) in preparing for the FY24-25 External Quality Review (EQR) audits related to the SmartCare EHR by developing required audit reports and participating in audit sessions as invited by the county plan(s). Reports will be submitted to the county plan(s) unless otherwise specified. CalMHSA will identify and complete the portions of the Information Systems Capability Assessment Tool (ISCAT) document best responded to by CalMHSA and will identify those sections best completed by county plan(s). CalMHSA will liaise with the EQR team as permitted and participate in virtual audits as needed/invited by county plans. CalMHSA will support document resubmission as needed.	\$36,430
3	DHCS Compliance Audit Preparation and Response	CalMHSA will support the county plan in preparation for and response to DHCS compliance audits to facilitate compliance with regulatory requirements, enhance operational efficiency, and improve	\$20,300

		organizational readiness for audits. CalMHSA will develop a gap assessment, prepare documents for submission, liaise with DHCS to the extent permitted, attend audit review, and support the developing of corrective action plans.	
4	Chart Review Tools and Coaching	CalMHSA will provide support to County plan in the development and implementation of chart review tools and training and coaching on conducting chart reviews for compliance and quality purposes.	\$22,174
5	Performance Improvement Projects**	<p>CalMHSA will support county plan(s) in meeting EQR PIP requirements by providing regular PIP coaching, consultation and writing support. CalMHSA will develop standard SmartCare reports to support counties in identifying client populations relevant to each PIP and assist with interpreting and applying HEDIS measure descriptive analysis reports to PIPs, as applicable.</p> <p>CalMHSA support under this scope of work applies to federally required Performance Improvement Projects (PIPs) for Mental Health Plans (MHPs) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans per 42 C.F.R. § 438.330(b)(1) and (d)(1). CalMHSA support does not apply to other quality or performance improvement projects, such as those mandated by DHCS as part of a Corrective Action Plan (CAP) for quality performance measures per BHIN 24-004.</p>	\$31,197.25
6	Enhanced Analytics- PHI Dashboards	CalMHSA will provide a suite of individual county-facing Power BI dashboards to display SmartCare data relevant to treatment services, quality/compliance, and	\$34,371.50

		<p>fiscal operations. The initial dashboard will focus on client demographic and service data, providing local insights into treatment populations and the service mix. Subsequent dashboards will focus on optimizing EHR data capture and tracking selected initiatives (e.g. CARE Act). Dashboard findings will be reviewed quarterly with county directors/leadership.</p> <p>CalMHSA will provide three (3) complimentary commercial PowerBI user licenses ("User Licenses") for the Participant to utilize upon the execution of this Amendment No. 4.</p> <p>If the Participant wishes to obtain additional User Licenses, CalMHSA will purchase and maintain User Licenses on behalf of the Participant at rate of \$240.00 per user, for a 12-month user license to support the Enhanced Analytics – PHI Dashboards Offering. Participant will designate the number of User Licenses to be purchased for their county by utilizing the Order Form Template attached hereto as Exhibit E. User Licenses purchased via Exhibit E will be invoiced for on an annual basis.</p> <p>Alternatively, Participant may choose to use their own commercial PowerBI user licenses if applicable. CalMHSA will not provide any administrative or technical support related to PowerBI licenses not purchased through CalMHSA</p> <p>Participant may choose to re-assign user licenses during the 12-month license period if needed. Participants will be able to assign or re-assign a user license via a CalMHSA provided registration link that will be sent to</p>	
--	--	--	--

		the Participant upon execution of this Amendment No. 4.	
--	--	---	--

** The Cost for each Program Offering listed in the table above applies to services provided through December 31, 2025. For subsequent years, the Cost of each Program Offering, if any, shall be subject to change and must be agreed upon by the Parties in a separate, written agreement or amendment.*

*** Performance Improvement Projects: HEDIS-based PIP support is only available to counties that are also participating in the CalMHSA Quality Measures and Performance Improvement Program. Counties that are not participating in the CalMHSA Quality Measures and Performance Improvement Program may opt in to PIP-support for those PIPs that have topics other than improving HEDIS outcomes.*

CalMHSA QA/QI Analytics Program Offering Obligations:

CalMHSA shall provide the following services based on each Program Offering purchased:

1. Policies Development
 - a. Review, synthesis, and create six (6) policies for newly published (“finalized”) Behavioral Health Information Notices (BHINs).
 - b. Make policies available on a CalMHSA platform.
 - c. Maintain policy controls by making updates to policies based on updated state guidance (BHINs).
 - d. Develop training geared for direct service providers.
 - e. Develop training geared toward QA/QI staff or relevant leadership staff members.
 - f. Make training available on a CalMHSA platform.
 - g. Communicate information on training via email.
2. EQRO Audit Preparation
 - a. Submission Generation:
 - i. Complete the portion of the required EQR document submission relevant to CalMHSA support role for SmartCare EHR to county plan(s).
 - b. Audit Session Participation
 - i. Participate in audit sessions as invited by the county plan(s) to address inquiries and provide support.
 - ii. Assist County Plan(s) with document re-submission as needed.
3. DHCS Compliance Audit Preparation and Response
 - a. Pre-Audit Preparation
 - i. Review documents provided to County plan(s) by DHCS related to the triennial review.
 - ii. Conduct an initial review of current documentation processes and practices.
 - iii. Develop a detailed report highlighting areas of risk, including recommendations for addressing identified concerns.

- iv. Review documents to be submitted to DHCS using the DHCS request for documents checklist.
 - b. Audit Coordination
 - i. Coordinate with internal teams and external auditors.
 - ii. Manage timelines and ensure all audit preparation documents and activities are completed on schedule.
 - iii. Participate alongside the county plan in the initial and closing conference for the audit.
 - c. Audit Response
 - i. Facilitate smooth communication between auditors and staff.
 - ii. Prepare and submit required documentation to auditors, to the extent permitted.
 - iii. Ensure accuracy and completeness of submitted materials.
 - iv. Assist in managing auditor requests and inquiries.
 - v. Identify strategies for addressing issues or discrepancies identified during the preliminary review and audit findings.
 - vi. Prepare written response to audit findings.
- 4. Chart Review Tools and Coaching
 - a. Development of Chart Review Tools:
 - i. Create chart review tools tailored to the specific compliance with regulatory requirements for specialty mental health services and state guidance (BHINs).
 - ii. Tools provided will be user-friendly, align with industry best practices, and meet regulatory requirements and state guidance.
 - iii. Make chart review tools accessible for use.
 - iv. Make necessary updates to chart review tools to keep up-to-date based on state guidance (BHINs).
 - b. Training on Chart Review Tools:
 - i. Design training module on the use of the chart review tools.
 - ii. Training module and material shall be accessible for use.
 - c. Coaching and Support:
 - i. Lead five (5) one-hour coaching opportunities on best practices for chart reviews.
 - ii. Each one-hour coaching session will be available via a live-virtual platform to be agreed upon prior to coaching dates.
 - iii. CalMHSA will offer real-time guidance and feedback to ensure staff understand how to apply the tools effectively.
 - d. Executive Synthesis Session:
 - i. Provide information on county plan's overall performance.
- 5. Performance Improvement Projects
 - a. Provide monthly PIP coaching meetings with county QI staff to discuss PIP development and implementation, which may include:
 - i. Understanding the problem;

- ii. Identifying interventions;
 - iii. Selecting key performance indicators (KPIs);
 - iv. Discussing implementation barriers, solutions, and progress.
- b. PIP Writing Support
 - i. Assistance drafting and revising required EQR PIP forms based on county input and results of local implementation efforts.
- c. Data Support
 - i. Develop standard SmartCare report identifying client population relevant to each PIP.
 - ii. CalMHSA data subject matter experts (SMEs) will join periodic existing monthly PIP consultation meeting to review HEDIS measure descriptive analysis reports to support interpretation and application to PIPs, if relevant.
- 6. Enhanced Analytics – PHI Dashboards
 - a. Develop, publish and maintain county-facing Service and Demographics Dashboard.
 - b. Develop, publish and maintain additional Power BI dashboards as per above.
 - c. Provide quarterly executive coaching sessions on dashboard findings/insights.

Participant QA/QI Analytics Program Offering Obligations:

Participant shall provide the following services based on each Program Offering purchased:

- 1. Policies Development
 - a. Assign a county plan liaison to facilitate communication on policy development and training opportunities.
 - b. Implement changes to County plan(s)'s internal staff workflows that align with new policies.
 - c. Facilitate staff participation in training.
 - d. Distribute and communicate policy changes and updates and provide support to Participant's network providers.
- 2. EQRO Audit Preparation
 - a. Primary EQR Liaison
 - i. As the entity subject to EQR audit, the County Plan must take the lead in communicating and coordinating with the EQR unless otherwise agreed by the EQR.
 - b. Data and Documentation Provision
 - i. Provide CalMHSA with all necessary documents and background information required for the development of audit reports.
 - c. Audit Session Support
 - i. Attend audit sessions, inviting CalMHSA as needed.
 - d. Post-Audit Collaboration

- i. Provide CalMHSA with all necessary follow-up information to comply with post-audit resubmissions or other deliverables.
- 3. DHCS Compliance Audit Preparation and Response
 - a. Pre-Audit Preparation
 - i. Collaborate with CalMHSA and provide documents necessary to conduct an initial review of current documentation practices and processes.
 - b. Audit Coordination:
 - i. Coordinate with CalMHSA on requests by DHCS for audit documentation submission.
 - ii. Ensure timelines are met and ensure all audit preparation activities are completed on schedule.
 - c. Audit Response
 - i. Ensure smooth communication between auditors and staff.
 - ii. Ensure accuracy and completeness of submitted materials.
 - iii. Coordinate with CalMHSA to assist in managing auditor requests, inquiries and to address any issues or discrepancies identified during the audit.
 - iv. Implement recommended strategies for corrective action plans and monitor progress.
 - v. Review the final written response to audit findings.
- 4. Chart Review Tools and Coaching
 - a. Staff Coaching
 - i. Ensure that staff are informed about coaching opportunities and open to feedback during coaching.
 - ii. Identify and ensure staff participation in training modules and coaching sessions.
- 5. Performance Improvement Projects
 - a. Identify staff person responsible for the development of PIPs as well as local staff to carry out PIP interventions. County will provide PIP liaison name/contact information and inform CalMHSA of changes to responsible staff liaison
 - b. Participate actively in the development and implementation of all stages of the PIP process, including report writing and form submission.
 - c. Lead the implementation of strategies and document activities and efforts.
 - d. Submit any supplemental data and/or documents to support the development of PIPs. This may include, but is not limited to, recommendations from EQRs, County surveys, stakeholder feedback, QI Committee, etc.
- 6. Enhanced Analytics – PHI Dashboards
 - a. Identify two authorized staff members to receive dashboard access and maintain current contact information including the user's first name, last name, e-mail address, and level of dashboard access. Only authorized staff members will be able to assign and re-assign user licenses across Participant staff.
 - b. Participate in quarterly coaching sessions.

7. Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

Program Restrictions:

1. Timelines and technical requirements may need adjusting due to unique circumstances.
2. HEDIS client level and/or event level data will not be provided to the participant under this Agreement.

The QA/QI Analytics Program Offering Purchases Include:

1. Purchase of the "Policies Development" program offering. This item is a one-time fee which will be billed upon execution of this Amendment No. 4.
2. Purchase of the "EQRO Audit Preparation (ISCAT/NAV)" program offering. This item is a one-time fee which will be billed upon execution of this Amendment No. 4.
3. Purchase of the "DHCS Compliance Audit Preparation and Response" program offering. This item is a one-time fee which will be billed upon execution of this Amendment No. 4.
4. Purchase of the "Chart Review Tools and Coaching" program offering. This item is a one-time fee which will be billed upon execution of this Amendment No. 4.

Additional SmartCare EHR Program Terms:

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. 4, 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.

Revised Exhibit B, Section V. Fiscal Provisions:

Payments for QA/QI Analytics Program Offerings pursuant to this fixed price services agreement are not subject to cost adjustment, after-completion review, reversal or restrictions.

While adhering to, and under no circumstances exceeding, the approved Maximum Funding amount of **\$2,406,864.28**, 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. 4, listed above, and the associated **increase of \$124,192.75** in Committed Funding.

This revised Exhibit C replaces Exhibit C in the Agreement. The revised amount of Participant-Specific Committed Funding for the program term is **\$2,391,228.09**, as stated below:

Agreement No.: 1575-EHR-2022-NC-A4
Semi-Statewide Enterprise Health Record
March 6, 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	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 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
Policies Development	1	\$ -	\$ -	\$ 45,288.75	\$ -	\$ -	\$ -	\$ -
EQRO Audit Preparation (ISCAT/NAV)	1	\$ -	\$ -	\$ 36,430.00	\$ -	\$ -	\$ -	\$ -
DHCS Compliance Audit Preparation and Response	1	\$ -	\$ -	\$ 20,300.00	\$ -	\$ -	\$ -	\$ -
Chart Review Tools and Coaching	1	\$ -	\$ -	\$ 22,174.00	\$ -	\$ -	\$ -	\$ -
Total Amount by Fiscal Year		\$ 796,279.45	\$ 248,486.21	\$ 368,247.29	\$ 264,136.75	\$ 266,139.51	\$ 268,202.35	\$ 179,736.54
Total Participant-Specific Committed Funds	\$ 2,391,228.09							

All other terms or provisions in the Agreement and subsequent Amendments, not cited in this Amendment No. 4, 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"
SAMPLE TEMPLATE - 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:

1. 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.
2. 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: _____

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.