

October 13, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED AMENDMENT NO. 4 TO AGREEMENT 407-2022 WITH CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO INCORPORATE ADDITIONAL PURCHASES AND ESTABLISH A MAXIMUM FUNDING AMOUNT

Fiscal Impact: \$899,456; State/Federal; Budgeted; Discretionary)

Behavioral Health and Recovery Services (BHRS) requests approval of Amendment No. 4 to Agreement No. 407-2022 with the California Mental Health Services Authority (CalMHSA) for the Semi-Statewide Enterprise Health Record Program (EHR). The amendment reflects updated subscription fees and authorizes the purchase of an additional EHR component to meet the Department's programmatic needs in the amount of \$899,456, for a new amount not to exceed \$13,903,212.

California Counties under the authority of Government Code section 6500 et seq. formed the California Mental Health Services Authority. CalMHSA is authorized by its Joint Exercise of Powers Act to jointly develop and fund mental health services under Division 5 of the California Welfare and Institutions Code. On September 3, 2021, Kern County agreed to participate in a multi-county collaborative effort with CalMHSA which sought to create an enterprise solution for electronic health records, designed to be configured and implemented across multiple counties throughout California.

As part of this program, CalMHSA initiated a Request for Proposal (RFP) process to select a vendor for the Semi-Statewide Enterprise Health Record Program (EHR). CalMHSA entered into an agreement with vendor, Streamline Healthcare Solutions, LLC, to develop and implement a fully integrated, web-based EHR system. The EHR system, named SmartCare, will meet the requirements of Medi-Cal, along with ongoing updates as required by the State of California.

CalMHSA will ensure that all participating counties achieve deliverables and remain in compliance as required by the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP).

On July 19, 2022, the Board approved agreement 407-2022 authorizing participation with CalMHSA for participation in the Semi-Statewide Enterprise Health Record Program (EHR) from March 18, 2022, through March 18, 2029.

On June 13, 2023, Agreement 299-2023 served as Amendment No. 1 to Agreement 407-2022, to provide the purchase, implementation, and subscription services for "Short Message Service (SMS)/Text Notification Reminders" and "Single Sign On" solution to send appointments and other related reminders to clients and facilitate staff login to SmartCare.

On August 22, 2023, Agreement 473-2023 served as Amendment No. 2 to Agreement 407-2022 for the provision of additional SmartCare services and subscriptions, including annual subscriptions and implementation services for the Lab Interface, Inpatient/Residential, and Order Entry/EMAR modules, as well as 73 more subscriptions to the SmartCare prescribing module to enable more staff to electronically prescribe medications.

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RE: AMD4 CALMHSA SmartCare

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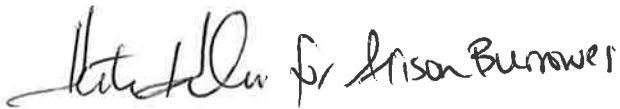
On July 29, 2025, Agreement 399-2025 served as Amendment No. 3 to agreement 407-2022 for the purchase of additional professional services and subscriptions for SmartCare and Modify the terms of the agreement.

Proposed Amendment No. 4 to Agreement 407-2022 seeks to correct the calculation for the 3% annual increase in subscription fees, resulting in a \$105,403.92 in committed funding, and adds \$744,051.57 in additional purchases for the SMARTscribe and SMARTcomply subscriptions for 68 users while adding \$50,000 in contingency funding for a fiscal impact of \$899,456 and a new maximum not to exceed amount of \$13,903,212.

This Amendment has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that the Board approve Amendment No. 4 to Agreement 407-2022 with California Mental Health Services Authority (CalMHSA) to reflect revised subscription fees and purchase additional EHR component to support the Department's programmatic needs in an amount not to exceed \$13,903,212 and authorize the Chairman to sign.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Alison Burrowes", is written over a horizontal line.

Alison Burrowes, MA, LCSW
Director

cc: County Administrative Office
County Counsel
Auditor-Controller-County Clerk

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Semi-Statewide Enterprise Health Record
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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. 1573-EHR-2022-KC, executed on June 27, 2022 (the "Agreement") and is entered into by and between the California Mental Health Services Authority ("CalMHSA") and Kern 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 **\$13,903,211.08**.

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 **\$13,853,211.08**.

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

Amendment No. 4 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. This correction results in an additional committed funding amount of **\$105,403.92** as displayed in Revised Exhibit C herein.

ADDITIONAL PURCHASES:

This Amendment No. 4 incorporates additional component purchases totaling **\$744,051.57** in additional committed funding.

Additional component purchases include:

1. Purchase of a subscription to use "SMARTscribe" for 68 users, effective October 1, 2026. This item is an annual subscription, which will be invoiced on a monthly basis beginning October 1, 2026.
2. Purchase of a subscription to use "SMARTcomply" for 68 users, effective October 1, 2026. This item is an annual subscription, which will be invoiced on a monthly basis beginning October 1, 2026.

Per User Per Month Subscription Fees	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
SMARTscribe Excess User Pricing	\$43.00	\$44.29	\$45.62	\$46.99
SMARTcomply Excess User Pricing	\$26.00	\$26.78	\$27.58	\$28.41

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Revised Exhibit B, Section V. Fiscal Provisions:

While adhering to, and under no circumstances exceeding, the approved Maximum Funding amount of **\$13,903,211.08**, 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 and/or implementations 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 and revisions affected by the Amendment No. 4, listed above, and the associated **increase of \$744,051.57** in Committed Funding.

This revised Exhibit C replaces Exhibit C-2 in the Amendment No. 3. All references in the agreement to Exhibit C, C-1, or C-2 shall be construed to refer to Exhibit C. The revised amount of Participant-Specific Committed Funding for the program term is **\$13,853,211.08**, 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	\$580,000.00	\$-	\$-	\$-	\$-	\$-	\$-
System Acquisition Fee	1	\$251,052.47	\$-	\$-	\$-	\$-	\$-	\$-
Initial Development Fee (Customization and Security)	1	\$251,052.47	\$-	\$-	\$-	\$-	\$-	\$-
Discretionary Development Budget	1	\$251,052.47	\$-	\$-	\$-	\$-	\$-	\$-
Professional Services Implementation	1	\$1,033,846.15	\$86,153.85	\$-	\$-	\$-	\$-	\$-
SmartCare Patient Portal Implementation	1	\$2,400.00	\$-	\$-	\$-	\$-	\$-	\$-
SmartCare HIE / MCO Interface via FHIR Implementation	1	\$12,000.00	\$-	\$-	\$-	\$-	\$-	\$-
Disaster Recovery Implementation	1	\$6,000.00	\$-	\$-	\$-	\$-	\$-	\$-
RAND Evaluation	1	\$500,000.00	\$-	\$-	\$-	\$-	\$-	\$-
Single Sign On (SAML) - Implementation	1	\$4,600.00	\$-	\$-	\$-	\$-	\$-	\$-
SMS/Text Notification Reminders - Implementation	1	\$3,200.00	\$-	\$-	\$-	\$-	\$-	\$-
SmartCare IP/Residential - Implementation	1	\$-	\$8,625.00	\$-	\$-	\$-	\$-	\$-
SmartCare OE/EMAR - Implementation	1	\$-	\$20,700.00	\$-	\$-	\$-	\$-	\$-
SmartCare Lab Interface - Implementation	1	\$-	\$17,250.00	\$-	\$-	\$-	\$-	\$-
SMARTscribe +SMARTcomply Implementation	1					waived		
SmartCare CalMHSA Package	1942	\$214,008.40	\$1,284,050.40	\$1,284,050.40	\$1,284,050.40	\$1,459,662.12	\$1,503,452.04	\$1,022,148.88
SmartCare Patient Portal Subscription	5500	\$1,012.00	\$6,072.00	\$6,072.00	\$6,072.00	\$6,902.40	\$7,109.52	\$4,833.52
SmartCare HIE / MCO Interface via FHIR Subscription	1	\$575.00	\$3,450.00	\$3,450.00	\$3,450.00	\$3,921.84	\$4,039.44	\$2,746.32
Disaster Recovery Subscription	1942	\$11,652.00	\$69,912.00	\$69,912.00	\$69,912.00	\$79,473.48	\$81,857.64	\$55,652.40
Annual %3 Fee Increase - Subscription	1	\$7,369.97	\$44,662.04	\$46,001.90	\$47,381.96	Included with subscriptions above		
Annual %3 Fee Increase Correction - Subscription					\$105,403.92			
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 IP/Residential - Subscription	1	\$-	\$16,464.55	\$18,483.53	\$19,038.04	\$19,609.18	\$20,197.45	\$13,731.61
SmartCare OE/EMAR - Subscription	1	\$-	\$16,464.55	\$18,483.53	\$19,038.04	\$19,609.18	\$20,197.45	\$13,731.61
SmartCare Lab Interface - Subscription	1	\$-	\$2,799.03	\$3,142.26	\$3,236.53	\$3,333.63	\$3,433.68	\$2,334.40
SmartCare Add-On Hosting Storage - Subscription	512	\$-	\$-	\$2,573.59	\$7,797.98	\$8,031.92	\$8,272.92	\$5,624.48
512 GB of hosted storage effective 3/1/25								
CalMHSA Rx Prescribers Subscription	150	\$-	\$-			\$244,728.00	\$252,072.00	\$171,372.00
SMS/Text Notification Reminders - Additional 150,000 SMS/Text Notifications - Subscription	2					\$7,843.68	\$8,078.88	\$5,492.64
SMARTscribe AI Subscription	68					\$27,105.48		
SMARTcomply Subscription	68					\$16,389.36		
AMA Licenses * Variable based on actual usage				\$40,000.00	\$42,000.00	\$44,100.00	\$46,305.00	\$48,620.25
CalMHSA Rx Identity Proofing * Variable based on actual usage				\$19,603.52	\$4,250.00	\$30,000.00	\$30,000.00	\$20,000.00
SMS/Text Notification Reminders - Additional 150,000 SMS/Text Notifications - Subscription	1	\$-	\$-	\$1,256.64	\$3,807.61	Consolidated above		
SMS/Text Notification Reminders - Additional 150,000 SMS/Text Notifications - Subscription	1	\$-	\$-	\$1,256.64	\$3,807.61			
SmartCare Rx Prescribers Subscription (through 6/30/25)	77	\$18,418.40	\$110,510.40	\$110,510.40	\$110,510.40	Consolidated above		
CalMHSA Rx Prescribers Subscription (beginning 7/1/25)								
SmartCare Rx Prescribers Subscription (through 6/30/25)	73	\$-	\$91,006.37	\$112,261.57	\$115,629.42			
CalMHSA Rx Prescribers Subscription (beginning 7/1/25)								
Total Amount by Fiscal Year		\$3,148,831.59	\$1,781,709.22	\$1,740,754.69	\$1,849,193.52	\$1,974,632.11	\$1,989,055.51	\$1,369,034.43
Total Participant-Specific Committed Funds		\$13,853,211.08						

* Funding allocated to AMA License Fees in the table above represent an estimation of annual fees to be incurred by Participant. Actual fees incurred will depend on actual utilization of CPT code by Participant's unique NPI End Users and may differ from the amount estimated in the table above.

Participant-Specific Committed Funds Payment Terms

Description	Fee Type Description	Payment Term
SMARTscribe AI and SMARTcomply Compliance Implementation	One-Time Fee associated with the implementation efforts to support SMARTscribe AI. This fee is waived for Participant.	One-Time fee due within 30 days of execution of this Amendment No. 4. This fee is waived for Participant.
SMARTscribe AI Subscription (User)	Create comprehensive and accurate session notes in over 150 languages. The AI Scribe technology can be used in all types of	This subscription fee will be invoiced on a monthly basis beginning October 1, 2026, and continuing through the remaining

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	treatment sessions (e.g., office-based 1-on-1 sessions, telehealth sessions, group sessions, field-base sessions, case management, etc.).	term of the Agreement. Payment of invoices is due within 30 days of receipt. Any additional subscriptions requested by Participant will prompt a corresponding adjustment to the monthly fee amount. Cancellation: 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.
SMARTcomply Compliance Subscription (User)	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 October 1, 2026, and continuing through the remaining term of the Agreement. Payment of invoices is due within 30 days of receipt. Any additional subscriptions requested by Participant will prompt a corresponding adjustment to the monthly fee amount. Cancellation: 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.

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

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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. These fees shall not exceed the Maximum Funding amount of the agreement. Any change in the Maximum Funding amount shall require approval of the Participant's Board of Supervisors.

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: Amie Miller Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: 9/22/2026

Participant: Kern County

Signed: Alison Burrowes Name (Printed): Alison Burrowes

Title: Director of Behavioral Health Date: 9/22/2026

Signed: Kyle W. Holmes Name (Printed): Kyle W. Holmes

Title: County Counsel Date: 9/22/2026

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ATTACHMENT A
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.