

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**  
**PARTICIPATION AGREEMENT AMENDMENT #2**  
**Behavioral Health Quality Improvement Program (“Program”)**

This Agreement Amendment (“Amendment”) amends Agreement No. 1297-BHQIP-2022-SBR (“Agreement”), and Amendment No. 1297-BHQIP-2022-SBR-A1, a contract by and between the California Mental Health Services Authority (“CalMHSA”) and San Bernardino County (“Participant”) to receive support in completing the California Advancing and Innovation Medi-Cal (CalAIM) and Behavioral Health Quality Improvement Program (“BHQIP”) deliverables. This Amendment shall be effective upon execution of this Amendment by both parties.

The Agreement is hereby amended to amend EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM E ADMINISTRATIVE FEE to specify that only funding that has been rendered and paid from the total flexible spending account (“FSA”) during the project period is subject to a 15% administrative fee. Additionally, this Agreement will amend EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM F REFUNDS, to remove the sentence *“For service requests via a work order, refunds will be less the administrative fee, equal to 15%.”*

All other terms or provisions in the initial Agreement No. 1297-BHQIP-2022-SBR and Amendment No. 1297-BHQIP-2022-SBR-A1, not amended by this Amendment shall remain in full force and effect.

**MODIFICATIONS TO THE AGREEMENT**

- A) The existing Agreement EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM E ADMINISTRATIVE FEE is replaced with the below EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM E ADMINISTRATIVE FEE to specify that only funding for services that has been rendered and paid from the FSA during the project period is subject to a 15% administrative fee.

**Exhibit B - V. Fiscal Provisions**

**E. Administrative Fee:** All services rendered and paid from the flexible spending account are subject to a 15% administrative fee.

- B) The existing Agreement EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM F REFUNDS, is replaced with the below EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM F REFUNDS, to remove the sentence *“For service requests via a work order, refunds will be less the administrative fee, equal to 15%.”*

**Exhibit B - V. Fiscal Provisions**

**F. Refunds** - Any unused funds from the initial Participation Agreement will be fully reimbursed based at the end of the project period as defined in Exhibit B of the initial Participation Agreement.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment by causing their duly authorized officers or representatives to execute this Amendment as set out below.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**PARTICIPANT: SAN BERNARDINO COUNTY**

Signed: _____	Name (printed): <u>Dr. Georgina Yoshioka</u>
Title: <u>Director</u>	Date: _____
Address: <u>303 E. Vanderbilt Way, San Bernardino, CA 92415-0026</u>	
Phone: <u>(909) 252-5142</u>	Email: <u>georgina.yoshioka@dbh.sbcounty.gov</u>

**CalMHSA**

Signed: _____	Name (printed): <u>Dr. Amie Miller, Psy.D., MFT</u>
Title: <u>Executive Director</u>	Date: _____
Address: <u>1610 Arden Way, STE 175, Sacramento CA 95815</u>	
Phone: <u>(279) 234-0701</u>	Email: <u>amie.miller@calmhsa.org</u>