



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-21011160
FOR
Children's Full-Service Partnership/Wraparound Services**

This Amendment ("Amendment No. 2") to Contract No. MA-042-21011160 for Children's Full-Service Partnership/Wraparound Services is made and entered into on July 1, 2024 ("Effective Date") between Pathways Community Services LLC ("Contractor"), with a place of business at 8337 Telegraph Rd., Ste. 300, Pico Rivera, CA 90660-4940, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21011160 ("Contract") for Children's Full-Service Partnership/Wraparound Services, effective July 1, 2021 through June 30, 2024, in an Amount Not To Exceed \$15,263,055, renewable for two additional one-year periods; and

WHEREAS, the Parties executed Amendment No. 1 to increase the Contract's Period Two Amount Not To Exceed and Period Three Amount Not To Exceed each by \$2,614,713 from \$5,087,685 to \$7,702,398, for a revised cumulative Contract total Amount Not To Exceed \$20,492,481, and to amend Exhibit A of the Contract to modify the Budget and Payment paragraphs for the periods September 10, 2022 through June 30, 2024; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Paragraphs VII., XIV., and Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of two (2) years, effective July 1, 2024 through June 30, 2026, in an Amount Not To Exceed \$14,771,488 for this renewal term, for a revised cumulative contract total Amount Not To Exceed \$35,263,969; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

“**Term:** July 1, 2021 through June 30, 2026

Period One means the period from July 1, 2021 through June 30, 2022

Period Two means the period from July 1, 2022 through June 30, 2023

Period Three means the period from July 1, 2023 through June 30, 2024

Period Four means the period from July 1, 2024 through June 30, 2025

Period Five means the period from July 1, 2025 through June 30, 2026

Amount Not To Exceed:

Period One Amount Not To Exceed:	\$ 5,087,685
Period Two Amount Not To Exceed:	7,702,398
Period Three Amount Not To Exceed:	7,702,398
Period Four Amount Not To Exceed:	7,385,744
Period Five Amount Not To Exceed:	<u>7,385,744</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 35,263,969”

3. All references in the Contract to “Not To Exceed Amount” are deleted and replaced with “Amount Not To Exceed.”
4. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3), of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”
5. Paragraph XIV. Indemnification and Insurance of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance

coverage current, provide Certificates of Insurance, and endorsements to COUNTY during the entire term of this Contract.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage

Commercial General Liability

Minimum Limits

\$1,000,000 per occurrence

\$2,000,000 aggregate

\$1,000,000 per occurrence

Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles (4 passengers or less)

Passenger vehicles (7 passengers or less) \$2,000,000 per occurrence

Passenger vehicles (8 passengers or more) \$5,000,000 per occurrence

Workers' Compensation Statutory

Employers' Liability Insurance \$1,000,000 per accident or disease

Network Security & Privacy Liability \$1,000,000 per claims -made

Professional Liability \$1,000,000 per claims -made or occurrence

Sexual Misconduct \$1,000,000 aggregate
\$1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

b. A primary and non-contributing endorsement evidencing that CONTRACTOR'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

K. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which COUNTY may suspend or terminate this Contract.

M. If CONTRACTOR's Professional Liability, Sexual Misconduct, and Network Security & Privacy Liability are "Claims -Made" policy(ies), CONTRACTOR shall agree to the following:

1. The retroactive date must be shown and must be before the date of the Contract or the beginning of the contract services.

2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of the Contract.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

O. Insurance certificates should be forwarded to the address specified in the Referenced Contract Provisions of this Contract.

P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, COUNTY may terminate this Contract without penalty.

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer."

- 6. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraphs 1. and 2., of the Contract have been deleted in their entirety and replaced with the following:

“1. 5150 - 5150 means the number of the section of the Welfare and Institutions Code under California State Law that allows an adult (eighteen (18) years and older) who, as a result of a mental health disorder, is a danger to others, or to himself and/or herself, or gravely disabled, may be taken into custody against their will for up to seventy-two (72) hours for assessment and evaluation.

2. 5585 – 5585 means the number of the section of the Welfare and Institutions Code under California State Law that allows a minor (seventeen (17) years and younger) who is experiencing a mental health crisis to be involuntarily detained for a seventy-two (72) hour psychiatric hospitalization when evaluated to be a danger to others, or to himself and/or herself, or gravely disabled.”

- 7. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph 80, is added to the Contract as follows:

“80. Lanterman–Petris–Short (LPS) Act means (Chapter 1667 of the 1967 California Statutes, codified as Welfare and Institutions Code Sections 5000 et seq) regulates involuntary civil commitment to a mental health institution in the state of California.”

- 8. Exhibit A, Paragraph II. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	Period Four	Period Five	TOTAL (Period Four and Period Five)
ADMINISTRATIVE COST			
Indirect	\$ 963,358	\$ 963,358	\$ 1,926,716
 PROGRAM COST			
Salaries	4,159,373	4,159,373	8,318,746
Benefits	748,687	748,687	1,497,374
Services and Supplies	585,826	585,826	1,171,652
Subcontracts	208,000	208,000	416,000
Flex Funds	<u>720,500</u>	<u>720,500</u>	<u>1,441,000</u>

SUBTOTAL PROGRAM COST	6,422,386	6,422,386	12,844,772
TOTAL GROSS COST	7,385,744	7,385,744	14,771,488
REVENUE			
Federal Medi-Cal	\$ 2,585,010	\$ 2,585,010	\$ 5,170,020
MHSA	<u>4,800,734</u>	<u>4,800,734</u>	<u>9,601,468</u>
TOTAL REVENUE	\$ 7,385,744	\$ 7,385,744	\$ 14,771,488
TOTAL AMOUNT NOT TO EXCEED	\$ 7,385,744	\$ 7,385,744	\$14,771,488"

9. Exhibit A, Paragraph III. Payments, subparagraphs A. and B., of the Contract are deleted in their entirety and replaced with the following:
- “A. COUNTY shall pay CONTRACTOR monthly, in arrears, the actual costs of providing services each month. All payments are interim payments only and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract, which provides that CONTRACTOR shall be paid for CONTRACTOR’s actual cost of providing services hereunder, provided the total of such payments does not exceed COUNTY’s Total Amount Not To Exceed, as specified in the Referenced Contract Provisions of the Contract and CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the actual amounts have not been fully paid.
1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR, subject to Subparagraph A.2. below.
 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the actual amount payments for providing services exceed the year-to-date Amount Not To Exceed, ADMINISTRATOR may reduce payments to CONTRACTOR by an Amount Not To Exceed the difference between the year-to-date actual amount payments to CONTRACTOR and the year-to-date Amount Not to Exceed.
- B. CONTRACTOR’s invoices shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be

released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.”

10. Exhibit A, Paragraph V. Services, subparagraph A.2.b., of the Contract is deleted in its entirety and replaced with the following:

“b. CONTRACTOR shall provide Participants and/or their family members with twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year access to their assigned case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with Participant and Participant’s family a plan for Crisis Evaluation and Intervention services, which includes whom to contact for emergency services. CONTRACTOR shall ensure designated staff will evaluate all Participants for a 5150/5585 hold as directed by COUNTY.”

11. Exhibit A, Paragraph V. Services, subparagraph B.4., of the Contract is deleted in its entirety and replaced with the following:

“4. CONTRACTOR shall provide a FSP/W program that is evidence-based and strength-based, with the focus on the individual rather than the disease. The ideal Participant to staff ratio will be in the range of ten (10) to one (1), ensuring relationship building and intense service delivery. CONTRACTOR shall provide a FSP/W program that will provide community based, in-home, intensive, mental health case management services addressing family needs across all life domains of the Participant and where the Participant will be a full partner in the development and implementation of their treatment plan. In the program, a case manager or PSC and the Participant and/or family will form a service team which will identify strengths, needs and resources, including additional people to be added to the team. The team will develop a service plan for each enrollee within thirty (30) calendar days of enrollment and no later than sixty (60) calendar days from enrollment. The implementation of the service plan will be the responsibility of the team using a “whatever-it-takes” approach to promote success, safety and permanence in the home, school, and community. The plan will cover the entire range of needs for the Participant and/or their family: housing, employment, education, crisis intervention/stabilization and medical, etc., in addition to Mental Health Services. The services are focused on resiliency and harm reduction to encourage the highest level of Participant empowerment and independence achievable. These services include but are not limited to the following:

- a. Crisis management;
- b. Housing Services;
- c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- d. Community-based Wraparound Services;
- e. Vocational and Educational services;
- f. Job Coaching/Developing;
- g. Client employment;
- h. Money management/Representative Payee support;
- i. Flexible Fund account for immediate needs;
- j. Transportation;
- k. Illness education and self-management;

- I. Medication Support;
- m. Co-occurring Services;
- n. Linkage to financial benefits/entitlements;
- o. Family and Peer Support; and
- p. Supportive socialization and meaningful community roles.”

12. Exhibit A, Paragraph V. Services, subparagraph C., of the Contract is deleted in its entirety and replaced with the following:

“C. PERFORMANCE OUTCOMES

1. CONTRACTOR will use state-mandated data fields to evaluate the effectiveness of the “whatever-it-takes” model in supporting the wellness, recovery and safety of its FSP Participants. Program targets, newly established in 2022, are that at least eighty percent (80%) of FSP members served that will remain safely in the community and not require psychiatric hospitalization, remain out of custody, are not arrested and/or remain in shelter/housing (e.g., do not experience unsheltered homelessness). These are new targets, and the eighty percent (80%) benchmark may be refined as additional years of data are analyzed.

2. CONTRACTOR shall complete Performance Outcome Measures as required by State and/or COUNTY.

3. CONTRACTOR shall serve a minimum of two hundred forty-two (242) Participants.

4. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR’s services on the well-being of COUNTY residents being served under the terms of the Contract. The expected outcomes for the Monitoring Plan are to enable Participants to adaptively function at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess overall program effectiveness.

5. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for future evaluation and report performance in terms of Participant satisfaction, length of stay, and duration of services.”

13. Exhibit A, Paragraph VI. Staffing, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM NON-DSH PRODUCING	<u>FTE</u>
Regional Director	0.25
Program Director	1.00

Assistant Program Director	1.00
Office Manager	1.00
Office Assistant	5.00
Office Assistance-QI Coordinator	1.00
QI Administrator	0.11
Medical Supervisor	0.06
Billing Administrator	0.11
Data Analyst Specialist	<u>1.00</u>
SUBTOTAL NON-DSH PRODUCING	10.53

PROGRAM DSH PRODUCING

Clinical Manager	1.00
Clinical Supervisor	2.00
Clinician I/II	13.00
Education and Employment Coordinator	1.00
Housing Specialist	1.00
Lead Personal Service Coordinator	3.00
LVN/LPT	1.00
Intake Coordinator	1.00
Parent Partner	4.00
Personal Service Coordinator	22.00
Youth Partner	5.00
Clinical Supervisor/Manager	0.00
Office Assistant/Driver	<u>0.00</u>
SUBTOTAL DSH PRODUCING	54.00

SUBCONTRACTORS

Psychiatrist	<u>0.40</u>
SUBTOTAL SUBCONTRACTORS FTE	0.40

GRAND TOTAL FTE 64.93"

14. Exhibit A, Paragraph VI. Staffing, subparagraphs N. through P., of the Contract are deleted in their entirety and replaced with the following:

“N. All staff meeting COUNTY criteria for designation shall be qualified and designated by COUNTY to perform evaluations pursuant to WIC Sections §5150 and §5585.

O. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time the standards referenced below are minimum standards and shall make every effort to exceed these minimums.

1. One (1) DSH shall be equal to sixty (60) minutes of direct Participant service.

2. CONTRACTOR shall provide a minimum of forty thousand two hundred sixty (40,260) Participant related direct service hours (DSH), including a minimum of four hundred eighty (480) hours of medication support, and thirty-nine thousand seven hundred eighty (39,780) hours of other mental health, case management, Crisis Intervention, and other support services and is inclusive of both billable and non-billable services. Billable services shall be equal to minimum of twenty-five percent (25%) of total DSH or ten thousand sixty-five (10,065) billable DSH.

3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:

a. Clinical Manager shall provide thirty (30) DSH per month or three hundred sixty (360) DSH per year.

b. Clinical Supervisor shall provide thirty (30) DSH per month or three hundred sixty (360) DSH per year.

c. Clinician I/II shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.

d. Employment and Education Coordinator shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

e. Housing Specialist shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

f. Lead Personal Service Coordinator shall provide thirty (30) DSH per month or three hundred sixty (360) DSH per year.

g. LVN/PT shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH per year.

h. Parent Partner shall provide sixty-five (65) DSH per month or seven hundred eighty (780) DSH per year.

i. Personal Service Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH per year.

j. Youth Partner shall provide sixty-five (65) DSH per month or seven hundred eighty (780) DSH per year.

4. CONTRACTOR shall maintain an ongoing minimum caseload of two hundred forty-two (242) Clients/Client families throughout the term of the Contract, unless otherwise approved by ADMINISTRATOR.

5. CONTRACTOR shall provide a minimum of ten thousand six hundred (10,600) Face-to-Face Contacts with Clients/Client families per year for FSP/W services.

6. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their family admitted to the program, unless written exception is granted by ADMINISTRATOR.

7. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of Client's Referral for services.

8. CONTRACTOR shall not refuse Client referrals who meet program criteria if any of CONTRACTOR's staff are below workload standards, as defined in the Staffing Paragraph of this Exhibit A to the Contract, unless otherwise approved by ADMINISTRATOR.

P. STUDENT INTERNS

1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

a. CONTRACTOR shall meet minimum requirements for supervision

of each Student Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

b. Student Intern services shall not comprise more than twenty percent (20%) of total services provided.

2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.”

This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Pathways Community Services LLC

Gio Rodriguez

Executive Director

Print Name
DocuSigned by:

16739425E06B4BA...
Signature

Title
1/24/2024
Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name
Signature

Title
Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Brittany McLean

Deputy County Counsel

DocuSigned by:

9713A4061D4343D...
Signature

Title
1/25/2024
Date