



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-23010955
FOR
CHILDREN AND YOUTH OUTPATIENT SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-23010955 for Children and Youth Outpatient Services is made and entered into on July 1, 2026 (“Effective Date”) between Pathways Community Services, LLC dba Clarvida (“Contractor”), with a place of business at 8337 Telegraph Rd., Suite 300, Pico Rivera, CA 90660, 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, Suite 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-042-23010955 for Children and Youth Outpatient Services, effective July 1, 2023, through June 30, 2026, in an amount not to exceed \$34,112,424, renewable for one additional two-year term; and

WHEREAS, the Parties executed Amendment No. 1 to the Contract, effective March 8, 2024, to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to the Contract, effective July 1, 2025 to amend Paragraph VII., Paragraph VIII., Paragraph X., and Paragraph XVII. of the Contract and to amend Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for two years, effective July 1, 2026, through June 30, 2028; for County to continue receiving and Contractor to continue providing the services set forth in the Contract, and to amend Exhibit A of the Contract.

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

1. The Contract is renewed for a two (2) year term, effective July 1, 2026 through June 30, 2028, in an amount not to exceed \$22,750,000 for this renewal term, for a revised cumulative total amount not to exceed \$56,862,424; 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, 2023 through June 30, 2028

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

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

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

Period Four means the period from July 1, 2026 through June 30, 2027

Period Five means the period from July 1, 2027 though June 30, 2028
Amount Not to Exceed:

Period One Amount Not to Exceed: \$11,370,808
 Period Two Amount Not to Exceed: 11,370,808
 Period Three Amount Not to Exceed: 11,370,808
 Period Four Amount Not to Exceed: 11,375,000
 Period Five Amount Not to Exceed: 11,375,000
 TOTAL AMOUNT NOT TO EXCEED:\$56,862,424”

3. Exhibit A, Paragraph II. Budget, Subparagraphs A. and B., of the Contract are deleted in their entirety and replace 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.

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>PERIOD FIVE</u>
Indirect	\$1,483,149	\$1,483,149	N/A	N/A	N/A
PROGRAM COST					
Salaries	\$6,484,385	\$6,484,385	N/A	N/A	N/A
Benefits	\$1,747,868	\$1,747,868	N/A	N/A	N/A
Services and Supplies	\$1,332,485	\$1,332,485	N/A	N/A	N/A
Subcontractor	\$ 322,920	\$ 322,920	N/A	N/A	N/A
SUBTOTAL PROGRAM COST	\$9,887,659	\$9,887,659	N/A	N/A	N/A
TOTAL GROSS COST	\$11,370,807	\$11,370,807	N/A	N/A	N/A
REVENUE					
FFP/ Medi-Cal	\$ 3,199,309	\$ 3,199,309	\$11,370,807	\$11,375,000	\$11,375,000
MHSA	\$ 3,445,699	\$ 3,445,699	N/A	N/A	N/A
MH	<u>\$ 4,725,799</u>	<u>\$ 4,725,799</u>	N/A	N/A	N/A
REALIGNMENT TOTAL REVENUE	\$11,370,807	\$11,370,807	\$11,370,807	\$11,375,000	\$11,375,000
TOTAL AMOUNT NOT TO EXCEED	\$11,370,807	\$11,370,807	\$11,370,807	\$11,375,000	\$11,375,000

Period Three through Five will be paid through a Fee for Service Structure outlined in the Payments Paragraph of this Exhibit A to the Contract. The Total Amount Not to Exceed is listed for reference.

B. For Period One and Period Two, COUNTY shall pay CONTRACTOR monthly, in arrears, the actual costs of providing services each month. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Contract includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). For the aforementioned periods, final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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 that of 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 dba Clarvida

Susan Ferguson

Executive Director

Print Name
Signed by:
Susan Ferguson
6AFDE03B35AA471...
Signature

Title
3/16/2026
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

Print Name
Signed by:
Brittany McLean
71CFE638662E411...
Signature

Title
3/16/2026
Date