



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-17011242  
FOR  
Children's Full Service Partnership/Wraparound Services**

This Amendment ("Amendment No. 3") to Contract No. MA-042-17011242 for Children's Full Service Partnership/Wraparound Services is made and entered into on July 1, 2020 ("Effective Date") between Pathways Community Services, LLC ("Contractor"), with a place of business at 4281 Katella Avenue, Suite 201, Los Alamitos, CA 90270, 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-042-17011242 ("Contract") for Children's Full Service Partnership/Wraparound Services, effective January 1, 2017 through June 30, 2019, in an amount not to exceed \$11,669,980, renewable for two additional one-year terms; and

WHEREAS, the Parties executed the first renewal of the Contract, effective July 1, 2019 through June 30, 2020, with a revised not to exceed amount of \$16,303,652, renewable for one additional one-year term; and

WHEREAS, the Parties executed Amendment No. 1 to modify the Contract, effective January 1, 2020, making budget line item, staffing pattern and units of service changes resulting in zero dollar increases to the not to exceed amount of \$16,303,652; and

WHEREAS, the Parties executed Amendment No. 2 to modify the Contract, effective January 1, 2020, making budget line item changes resulting in zero dollar increases to the not to exceed amount of \$16,303,652; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for County to continue receiving and Contractor to continue providing these services set forth in the Contract, effective July 1, 2020 through June 30, 2021, and to increase the budget, staffing and units of services, for a revised not to exceed amount of \$21,391,337, and to amend Paragraph IV. of the Contract.

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

1. The Contract is renewed for a term of one (1) year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$5,087,685 for this renewal term, for a new total amount not to exceed of \$21,391,337; on the amended terms and conditions.

2. Page 4, Referenced Contract Provisions, line 3, is deleted in its entirety and replaced with the following:

"Term: July 1, 2020 through June 30, 2021"

3. Page 4, Referenced Contract Provisions, line 5, is deleted in its entirety and replaced with the following:

“Amount Not to Exceed: \$5,087,685”

4. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.”

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

**II. BUDGET**

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	TOTAL
Indirect	<u>\$ 563,059</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 563,059
PROGRAM COST	
Salaries	\$2,409,366
Benefits	554,154
Service and Supplies	575,501
Subcontracts	166,400
Flex Funds	<u>819,205</u>
SUBTOTAL PROGRAM COST	\$4,524,626
TOTAL GROSS COST	\$5,087,685
REVENUE	
Federal Medi-Cal	\$ 915,784
MHSA	<u>4,171,901</u>
TOTAL REVENUE	\$5,087,685
AMOUNT NOT TO EXCEED	\$5,087,685”

6. Exhibit A, III. Payments, Paragraph A of the Contract is deleted in its entirety and replaced with the following:

**“III. PAMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$423,973 per month, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, 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 provisional amount specified above has not been fully paid.

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

**“VI. STAFFING**

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalent (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	<u>FTEs</u>
NON-DSH Program	
Regional Director	0.25
Program Director	1.00
Office Manager	1.00
Office Assistant	5.00
Office Assistance-QI Coordinator	1.00
Volunteer Coordinator	0.17
QI Administrator	0.11
Billing Administrator	0.11
Data Analyst Specialist (Outcomes)	0.50
DSH Program	
Clinical Manager	1.00
Licensed Therapist	6.00
Lead Personal Service Coordinator	3.00

Personal Service Coordinator	22.00
Housing Specialist	1.00
Education and Employment Coordinator	1.00
Youth Partner	5.00
Parent Partner	4.00
LVN/LPT	<u>1.00</u>
SUBTOTAL PROGRAM FTE	53.14
SUBCONTRACTORS	
Psychiatrist	<u>0.40</u>
SUBTOTAL SUBCONTRACTORS FTE	0.40
GRAND TOTAL FTE	53.54”

8. Exhibit A, VI. Staffing, Paragraph N. 2, N. 4, N. 5 of the Contract are deleted in their entirety and replaced with the following:

“N. 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.

2. CONTRACTOR shall provide a minimum of forty thousand two hundred sixty (40,260) of Client related service, which shall include mental health, case management, Crisis Intervention, and other support services and is inclusive of both billable and non-billable services.

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 twelve thousand one hundred (12,100) Face-to-Face Contacts with Clients/Client families per year for FSP/W services.”

This Amendment No. 3 modifies the Contract, Amendment No. 1 and Amendment No. 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1 and Amendment No. 2, not specifically changed by this Amendment No. 3 remain in full force and effect.

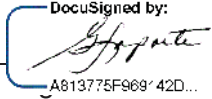
**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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**

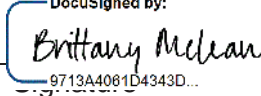
Gail Laporte	State Director
_____	_____
Print Name	Title
	3/16/2020
_____	_____
	Date

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

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
	3/16/2020
_____	_____
	Date