



**AMENDMENT NO. 13**  
**TO**  
**CONTRACT NO. MA-042-21011162**  
**FOR**

**Transitional Age Youth Full-Service Partnership/Wraparound Services**

This Amendment ("Amendment No. 13") to Contract No. MA-042-21011162 for Transitional Age Youth Full-Service Partnership/Wraparound Services is made and entered into on ~~September 10, 2022~~ July 1, 2024 ("Effective Date") between Pathways Community Services, LLC ("Contractor"), with a place of business at 8337 Telegraph ~~Read, Suite 115 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-042-21011162 ("Contract") for Transitional Age Youth Full-Service Partnership/Wraparound Services, effective July 1, 2021 through June 30, 2024, in an ~~amount not to exceed~~ Amount Not To Exceed \$15,322,044, renewable for two additional one-year ~~terms ("Contract"); periods;~~ and

~~WHEREAS, the Parties executed Amendment No. 1 to increase the Contract's Period Two Amount Not To Exceed Amount and the Period Three Amount Not To Exceed Amount each by \$996,042 from \$5,107,348 to \$6,103,390, for a revised cumulative amount not to exceed Contract total Amount Not To Exceed \$17,206,780~~ WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Contract's Period Two Amount Not To Exceed Amount and the Period Three Amount Not To Exceed Amount each by \$996,042 from \$5,107,348 to \$6,103,390, for a revised cumulative Contract total Amount Not To Exceed \$17,206,780 314,128, and to modify/amend Exhibit A of the Contract to make budget line items modify the Budget and payment changes. Payment paragraphs for the periods September 10, 2022 through June 30, 2024; and

WHEREAS, the Parties executed Amendment No. 2 to amend Basis of Reimbursement and Payment Method, Paragraph XIV, and Exhibit A of the Contract to modify the Payments paragraph for the period November 2, 2023 through June 30, 2024; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 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. 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 \$12,840,084 for this renewal term, for a revised cumulative contract total Amount Not To Exceed \$30,154,212, on the amended terms and conditions.
2. Referenced Contract Provisions, Not to Exceed Amount 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:**

<u>Period One Amount Not To Exceed:</u>	<u>\$ 5,107,348</u>
<u>Period Two Amount Not To Exceed:</u>	<u>6,103,390</u>
<u>Period Three Amount Not To Exceed:</u>	<u>6,103,390</u>
<u>Period Four Amount Not To Exceed:</u>	<u>6,420,042</u>
<u>Period Five Amount Not To Exceed:</u>	<u>6,420,042</u>
<u>TOTAL AMOUNT NOT TO EXCEED:</u>	<u>\$ 30,154,212”</u>

3. All references in the Contract to “Not To Exceed Amount” are deleted and replaced with “Amount Not To Exceed.”

4.4. 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:

**“Amount Not To Exceed:**

<u>Period One Amount Not To Exceed:</u>	<u>_____ \$ 5,107,348</u>
<u>Period Two Amount Not To Exceed:</u>	<u>_____ 6,103,390</u>
<u>Period Three Amount Not To Exceed:</u>	<u>_____ 6,103,390</u>
<u>TOTAL AMOUNT NOT TO EXCEED:</u>	<u>_____ \$17,314,128”</u>

“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. 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.”

6. 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.”

7. 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 <del>One</del> Four	Period <del>Two</del> Five	TOTAL (Period <del>Three</del> Four and Period Five)
ADMINISTRATIVE COST			
Indirect	\$ <del>666,176</del> 837,397	\$ <del>796,094</del> 837,397	\$ <del>796,094</del> 1,674,794
PROGRAM COST			
Salaries	\$ <del>3,245,288</del> 473,301	\$ <del>3,245,288</del> 473,301	\$ <del>9,140,252</del> 6,946,602
Benefits	<del>483,566</del> 625,194	<del>584,152</del> 625,194	1,651,870 250,388
Services and Supplies	<del>629,761</del> 649,150	<del>676,086</del> 649,150	1,981,933 298,300

Subcontracts	260,000	260,000	<del>686,400</del> <u>520,000</u>
Flex Funds	<del>-511,769</del> <u>575,000</u>	<del>-541,769</del> <u>575,000</u>	<del>1,595,307</del> <u>150,000</u>
SUBTOTAL PROGRAM COST	5,307,295 <u>582,645</u>	5,307,295 <u>582,645</u>	45,055,762 <u>11,165,290</u>
TOTAL GROSS COST	6,403,390 <u>420,042</u> <sup>\$</sup>	<del>6,403,390</del> <u>420,042</u> <sup>\$</sup>	47,314,128 <u>12,840,084</u> <sup>\$</sup>
REVENUE			
Federal Medi-Cal	\$ <del>1,532,204</del> <u>2,568,017</u>	\$ <del>1,532,204</del> <u>2,568,017</u>	\$ <del>4,532,204</del> <u>5,136,034</u>
MHSA	<del>3,575,144</del> <u>852,025</u>	<del>4,571,186</del> <u>3,852,025</u>	<del>4,571,186</del> <u>7,704,050</u>
TOTAL REVENUE	6,403,390 <u>420,042</u> <sup>\$</sup>	6,403,390 <u>420,042</u> <sup>\$</sup>	\$ <del>9,142,372</del> <u>12,840,084</u>
TOTAL AMOUNT NOT TO EXCEED	6,403,390 <u>420,042</u> <sup>\$</sup>	<del>6,403,390</del> <u>420,042</u> <sup>\$</sup>	<del>\$17,314,128</del> <u>\$12,840,084</u>

8. Exhibit A, Paragraph III. Payments, ~~subparagraph A. (but not including subparagraphs A.1. through A.3.), and B.,~~ of the Contract ~~is~~ are deleted in ~~its~~ their entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, ~~for Period One at the provisional amount~~ actual costs of \$425,612 ~~per~~ providing services each month, ~~and for Period Two and Period Three at the provisional amount of \$508,615.83 as specified in the Referenced Contract Provisions of the Contract.~~ All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract ~~for,~~ which provides that CONTRACTOR shall be ~~reimbursed~~ paid for ~~the~~ CONTRACTOR's actual cost of providing ~~the~~ services hereunder, ~~provided, however,~~ the total of such payments does not exceed COUNTY's Total Amount Not ~~to~~ To Exceed as specified in the Referenced Contract Provisions of the Contract 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~~ 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 (20<sup>th</sup>) 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."

9. 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."

10. 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;
- l. 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.”

11. 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 sixty (260) 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 Client satisfaction, length of stay, and duration of services."

12. 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	FTE
Regional Director	0.25
Program Director	1.00
Office Manager	1.00
Office Assistant	7.00
Office Assistance-QI Coordinator	1.00
QI Administrator	0.11
Billing Administrator	0.11
Data Analyst	1.00
Psychiatrist-Medical Director	<u>0.10</u>
SUBTOTAL NON-DSH PRODUCING	11.57

PROGRAM DSH PRODUCING	FTE
Clinical Manager	1.00
Clinical Supervisor	1.00
Clinician I/II	<del>57</del> .00
Lead Personal Service Coordinator	3.00
Personal Service Coordinator/Outreach and Engagement	2.00
Personal Service Coordinator	18.00
Personal Transition Coordinator	3.00
Housing Specialist	2.00



Employment Coordinator	1.00
Education Coordinator	1.00
Community Integration Specialist	2.00
Independent Live Skills Coach	1.00
LVN/LPT	1.00
Certified Substance Abuse Counselor	1.00
Nurse Practitioner	<u>0.50</u>
SUBTOTAL DSH PRODUCING	4244.50
SUBCONTRACTORS	
Psychiatrist	<u>0.50</u>
SUBTOTAL SUBCONTRACTORS FTE	0.50
GRAND TOTAL FTE	456.57

13. Exhibit A, Paragraph VI. Staffing, ~~subparagraphs~~ ~~N. through Q.~~, of the Contract ~~is~~ ~~are~~ deleted in ~~its~~ ~~their~~ entirety and replaced with the following:

~~N~~

~~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 Client service.

2. CONTRACTOR shall provide a minimum of thirty-seven thousand four hundred forty (37,440) Client related direct service hours (DSH), including a minimum of one thousand twenty (1,020) hours of medication support, and thirty-six thousand four hundred twenty (36,420) 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 thirty percent (30%) of total DSH or eleven thousand two hundred thirty-two (11,232) 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.~~  
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. Lead Personal Service Coordinator shall provide thirty (30) ~~DSH per month or three hundred sixty (360) DSH per year.~~  
DSH per month or three hundred sixty (360) DSH per year.

e. Personal Service Coordinator/Outreach and Engagement shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

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

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

h. Certified Substance Abuse Counselor shall provide seventy-five (75) DSH per month or nine hundred (900) DSH per year.

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

~~j. Education Coordinator shall provide fifty (50) DSH per month or six hundred (600) DSH per year.~~

~~j. Education Coordinator shall provide shall provide fifty (50) DSH per month or six hundred (600) DSH per year.~~

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

l. Community Integration Specialist shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

m. Independent Life Skills Coach shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

n. LVN/LPT shall provide seventy-five (75) DSH per month or nine hundred (900) DSH per year.

o. Nurse Practitioner shall provide forty-three (43) DSH per month or five hundred sixteen (516) DSH per year."

4. CONTRACTOR shall maintain an ongoing minimum caseload of two hundred sixty (260) Clients/Client families throughout the term of the Contract, unless otherwise approved by ADMINISTRATOR.

5. CONTRACTOR shall provide a minimum of thirteen thousand (13,000) 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. 43 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. 43 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 43 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 43 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~42~~<sup>43</sup>. 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**

_____	_____
Print Name	Title
_____	_____
Signature	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

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date