



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-21011160
FOR
CHILDREN'S FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES**

This Amendment ("Amendment No. 1") to Contract No. MA-042-21011160 for Children's Full Service Partnership/Wraparound Services is made and entered into on September 10, 2022 ("Effective Date") between Pathways Community Services, LLC. ("Contractor"), with a place of business at 8337 Telegraph Road, Suite 115, 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 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 terms ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Period Two Not To Exceed Amount and the Period Three Not To Exceed Amount each by \$2,614,713 from \$5,087,685 to \$7,702,398, for a revised cumulative amount not to exceed \$20,492,481, and to modify Exhibit A of the Contract to make budget line items and payment changes.

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

1. Referenced Contract Provisions, Not to Exceed Amount provision of the Contract is deleted in its entirety and replaced with the following:

"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
 TOTAL AMOUNT NOT TO EXCEED: \$ 20,492,481"

2. 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.

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect	\$ 663,611	\$ 1,004,661	\$ 1,004,661	\$ 2,672,933
PROGRAM COST				
Salaries	\$ 2,449,225	\$ 4,079,230	\$ 4,079,230	\$10,607,685
Benefits	465,353	734,261	734,261	\$ 1,933,875
Services and Supplies	503,796	832,947	832,947	\$ 2,169,690
Subcontracts	166,400	208,000	208,000	\$ 582,400
Flex Funds	<u>839,300</u>	<u>843,300</u>	<u>843,300</u>	<u>\$ 2,516,900</u>
SUBTOTAL PROGRAM COST	\$ 4,424,074	\$ 6,697,737	\$ 6,697,737	\$17,819,548
TOTAL GROSS COST	\$ 5,087,685	\$ 7,702,398	\$ 7,702,398	\$20,492,481
REVENUE				
Federal Medi-Cal	\$ 1,271,921	\$ 1,271,921	\$ 1,271,921	\$ 3,815,763
MHSA	<u>3,815,764</u>	<u>6,430,477</u>	<u>6,430,477</u>	<u>\$14,676,718</u>
TOTAL REVENUE	\$ 5,087,685	\$ 7,702,398	\$ 7,702,398	\$20,492,481
TOTAL AMOUNT NOT TO EXCEED	\$ 5,087,685	\$7,702,398	\$7,702,398	\$20,492,481”

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

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, for Period One at the provisional amount of \$423,973 per month, and for Period Two and Period Three at the provisional amount of \$641,866.50 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 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 Amount Not 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 not been fully paid.”

3. 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
Office Manager	1.00
Office Assistant	5.00
Office Assistance-QI Coordinator	1.00
QI Administrator	0.11
Billing Administrator	0.11
Data Analyst Specialist	<u>1.00</u>
SUBTOTAL NON-DSH PRODUCING	9.47
 PROGRAM DSH PRODUCING	
Clinical Manager	1.00
Clinical Supervisor	1.00
Clinical Supervisor/Manager	1.00
Clinician I/II	9.00
Education and Employment Coordinator	1.00
Housing Specialist	1.00
Lead Personal Service Coordinator	4.00
LVN/LPT	1.00
Office Assistant/Driver	3.00
Parent Partner	4.00
Personal Service Coordinator	28.00
Youth Partner	<u>5.00</u>
SUBTOTAL DSH PRODUCING	59.00
 SUBCONTRACTORS	
Psychiatrist	<u>0.40</u>
SUBTOTAL SUBCONTRACTORS	0.40
 GRAND TOTAL FTE	68.87"

4. Exhibit A, Paragraph VI. Staffing, subparagraph N., of the Contract is deleted in its 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.

1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.
2. CONTRACTOR shall provide a minimum of forty thousand two hundred sixty

(40,260) Client 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.”

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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.

Gioconda Rodriguez	State Director
_____ Print Name	_____ Title
DocuSigned by: <i>Gioconda Rodriguez</i>	7/7/2022
_____ 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

Massoud Shame1	Deputy County Counsel
_____ Print Name	_____ Title
DocuSigned by: <i>Massoud Shame1</i>	7/7/2022
_____ Signature	_____ Date