



**AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-21011160
FOR
Children's Full Service Partnership/Wraparound Services**

This Amendment ("Amendment No. 5") to Contract No. MA-042-21011160 for Children's Full Service Partnership/Wraparound 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., 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, effective September 10, 2022; and

WHEREAS, the Parties executed Amendment No. 2 to renew the Contract for two (2) years, effective July 1, 2024, through June 30, 2026, in an Amount Not To Exceed \$14,771,488, for a revised cumulative Contract Total Amount Not To Exceed \$35,263,969, and to amend Paragraph VII., Paragraph XIV., and Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract, effective January 7, 2025; and

WHEREAS, the Parties executed Amendment No. 4 to amend various provisions of the Contract and Exhibit A of the Contract and to add Exhibit D to the Contract, effective July 1, 2025; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to renew the Contract for six (6) months, effective July 1, 2026 through December 31, 2026, and to amend Exhibit A and Exhibit D of the Contract, for the County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a term of six (6) months, effective July 1, 2026 through December 31, 2026, in an amount not to exceed \$3,692,872, for this renewal term, for a revised cumulative total amount not to exceed \$38,956,841.

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 December 31, 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
- Period Six means the period from July 1, 2026 through December 31, 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:	7,385,744
Period Six Amount Not To Exceed:	<u>3,692,872</u>
TOTAL AMOUNT NOT TO EXCEED:	\$38,956,841”

3. Exhibit A. Paragraph II. Budget, Subparagraphs A. and B., of the Contract are deleted in their 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 SIX</u>
ADMINISTRATIVE COST	
Indirect	N/A
PROGRAM COST	
Salaries	N/A
Benefits	N/A
Services and Supplies	N/A
Subcontracts	N/A
Flexible Funds	<u>155,000</u>
SUBTOTAL PROGRAM COST	155,000
TOTAL GROSS COST	155,000
REVENUE	
Federal Medi-Cal	\$3,537,872
MHSA	<u>\$155,000</u>
TOTAL REVENUE	<u>\$3,692,872</u>

TOTAL AMOUNT NOT TO EXCEED \$3,692,872

Period Six is paid through a Fee for Service Structure, as outlined in the Payments Paragraph of this Exhibit A to the Contract. The Total Amount Not to Exceed is listed for reference purposes only.”

4. Exhibit D of the Contract is deleted in its entirety and replaced with Exhibit D attached herein.

This Amendment No. 5 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. 5 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 5 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. 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 dba Clarvida

Susan Ferguson Executive Director

Print Name Title

Signed by:
Susan Ferguson
6AFDED3B35AA471... _____
Signature Date
April 28, 2026

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

Signed by:
Brittany McLean
71CFE638662E411... _____
Signature Date
April 28, 2026



EXHIBIT D
TO CONTRACT FOR PROVISION OF
CHILDREN’S FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PATHWAYS COMMUNITY SERVICES LLC DBA CLARVIDA
JULY 1, 2026 THROUGH DECEMBER 31, 2026

I. INCENTIVES

A. In addition to the reimbursement rates as set forth in Exhibit A, Paragraph III. Payments, CONTRACTOR may receive the following:

	Period Six
Incentive #1	Program averages 6 Medi-Cal claimed services per client per month. Accepted claimed services can include services with or without client and must be adjudicated and awaiting payment (i.e., claim not rejected or denied).
Percentage on top of Reimbursement Rates	10%
Data collected to verify	837P and 835 files

	Period Six
Incentive #2	Fifty-five percent of claimed services are field-based services. Accepted claimed services can include services with or without client and must be adjudicated and awaiting payment (i.e., claim not rejected or denied).
Percentage on top of Reimbursement Rates	10%
Data collected to verify	837P and 835 files

	Period Six
Incentive #3	Medi-Cal claimed services for in-person psychiatry services provided by a physician. Accepted claimed services must be adjudicated and awaiting payment (i.e., claim not rejected or denied).
Percentage on top of Reimbursement Rates	100% incentive on face-to-face (i.e., not telehealth) psychiatry provided by a physician.
Data collected to verify	837 P and 835 files

B. CONTRACTOR shall submit documentation in support of the service charges or claims. COUNTY shall review documentation and adjust the payments when confirmed incentive requirements have been met.

C. COUNTY may adjust the above incentives in writing with notice to CONTRACTOR.