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FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ONEOC  
AND  
COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY  
FOR THE PROVISION OF  
MEDI-CAL OUTREACH AND ENROLLMENT SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number APY0119 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and OneOC, a California non-profit corporation; and Community Health Initiative of Orange County (CHIOC), a California non-profit corporation; hereinafter collectively referred to as “CONTRACTOR.” This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.” The COUNTY and the CONTRACTOR may be referred to individually as “Party” and collectively as “the Parties.”

WITNESSETH:

WHEREAS, on April 1, 2019, COUNTY and CONTRACTOR entered into an Agreement for the provision of Medi-Cal Outreach and Enrollment Services, for the period of April 1, 2019, through June 30, 2021;

WHEREAS, COUNTY agrees to increase funding through California Assembly Bill 74, known as the “Budget Act of 2019,” for the provision of additional Medi-Cal Outreach and Enrollment Services to clients referred to CONTRACTOR by COUNTY;

1           WHEREAS, COUNTY desires to extend the term of the Agreement for an additional six  
2 (6) months;

3           WHEREAS, COUNTY and CONTRACTOR mutually agree to the addition of new staff  
4 through the increase in funding, and the amendment of the annual budgets;

5           WHEREAS, COUNTY desires to amend outcomes measurements and reporting per  
6 California’s Department of Health Care Services (DHCS) directive; and

7           WHEREAS, CONTRACTOR agrees to such amendments and to continue to provide such  
8 services under the terms and conditions set forth in this Agreement;

9           ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. Paragraph 1 of the Agreement is hereby amended to read as follows:

“1. TERM

The term of this Agreement shall commence on April 1, 2019, and terminate on December 31, 2021, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COUNTY'S maximum obligation as stated in Paragraph 21 of this Agreement does not increase as a result.”

2. Paragraph 21 of the Agreement is hereby amended to read as follows:

“21.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall be \$ 1,918,616 or actual allowable costs, whichever is less. The amount for each period is as follows:

21.1.1 \$127,293 for April 1, 2019, through June 30, 2019;

21.1.2 \$628,594 for July 1, 2019, through June 30, 2020;

21.1.4 \$770,516 for July 1, 2020, through June 30, 2021; and

21.1.5 \$392,213 for July 1, 2021, through December 31, 2021.”

3. Paragraph 32 of the Agreement is hereby amended to read as follows:

“32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended, including, but not limited to, the Business Associate Addendum of the Medi-Cal Health Enrollment Navigators Project Allocation Agreement between the COUNTY and DHCS.”

4. Paragraph 3 of Exhibit A of the Agreement is hereby amended to read as follows:

“3. WORKLOAD STANDARDS

CONTRACTOR shall:

3.1 Submit a sufficient number of applications from April 1, 2019, through June 30,

1 2019, so that five hundred (500) Medi-Cal applications are approved.

2 3.2 Enroll a minimum of four hundred (400) individuals annually at County inmate  
3 facilities, including jails and probation departments, in Medi-Cal from January 1, 2020, through  
4 December 31, 2021.

5 3.3 Screen Orange County jail inmates and assist in completion of applications to  
6 ensure that a minimum of eighty-five percent (85%) of applications submitted result in approved  
7 benefits.

8 3.4 Enroll a minimum of twenty-five hundred (2,500) individuals annually in Medi-  
9 Cal that are outside County inmate facilities from January 1, 2020, through December 31, 2021.

10 3.5 Facilitate and attend, in conjunction with CBOs, a minimum of one hundred  
11 twenty-five (125) outreach events from April 1, 2019, through June 30, 2019.

12 3.6 Facilitate and attend, in conjunction with CBOs, a minimum of one hundred (100)  
13 outreach events from July 1, 2019, through December 31, 2019.

14 3.7 Facilitate and attend, in conjunction with CBOs, a minimum of five hundred (500)  
15 outreach events annually from January 1, 2020, through December 31, 2021.

16 3.8 Attempt phone contact with one hundred percent (100%) of Medi-Cal enrollees  
17 within sixty (60) days of notification of a client's Medi-Cal approval, to assist in selection of a  
18 managed care plan through Orange County managed care providers.

19 3.9 Provide educational material to a minimum of twenty-five hundred (2,500)  
20 individuals newly enrolled in Medi-Cal by December 31, 2021.

21 3.10 On an annual basis, make phone contact with a minimum of twelve hundred and  
22 fifty (1,250) individuals enrolled in Medi-Cal by the eleventh (11<sup>th</sup>) month following initial  
23 enrollment in Medi-Cal to remind them of upcoming Medi-Cal redetermination.”

24 5. Paragraph 12 of Exhibit A of the Agreement is hereby amended to read as follows:

25 “BUDGET FOR THE PERIOD OF APRIL 1, 2019 THROUGH JUNE 30, 2019

	<u>Maximum</u>		
	<u>Hourly</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
CEC #1 - bilingual Spanish	20.00	1.00	\$10,400

1	CEC #2 -bilingual Spanish	19.25	1.00	10,010
	CEC #3 - bilingual Spanish	19.25	1.00	10,010
2	Outreach Coordinator #1 bilingual Spanish	22.50	1.00	11,700
3	Outreach Coordinator #2 bilingual Spanish	20.00	0.50	<u>5,200</u>
	SUBTOTAL DIRECT SERVICE POSITIONS			\$47,320
4	Employee Benefits <sup>(3)</sup> (20%)			<u>9,464</u>
5	SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$56,784
6	<u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u>			
7	Executive Director	48.07	0.25	\$6,310
	Program Director	40.17	0.30	6,267
8	Office Manager	32.00	0.32	<u>5,325</u>
9	SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS			\$17,902
10	Employee Benefits <sup>(3)</sup> (20%)			<u>3,569</u>
11	SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			\$21,471
12				
13	TOTAL SALARIES AND EMPLOYEE BENEFITS			\$78,255
14	<u>SERVICES AND SUPPLIES</u>			
15	Independent Audit			\$778
	Program Supplies/Equipment			1,112
16	Mileage <sup>(5)</sup>			390
17	Marketing Material			<u>250</u>
18	TOTAL SERVICES AND SUPPLIES			\$2,530
19	<u>OPERATING EXPENSES</u>			
20	Rent			<u>\$2,399</u>
21	TOTAL OPERATING EXPENSES			\$2,399
22	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES			\$4,929
23				
24	<u>INDIRECT COSTS</u>			
25	Indirect Cost <sup>(6)</sup>			<u>\$8,880</u>
	TOTAL INDIRECT COSTS			\$8,880
26	Fee Paid to CBOs			35,229
27				
28	<b>TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019</b>			<b>\$127,293</b>

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2 “BUDGET FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020

	<u>Maximum</u> <u>Hourly</u> <u>Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>			
CEC #1 - Bilingual Spanish	17.00	1.00	\$35,632
CEC #2 - Bilingual Spanish	18.00	1.00	37,728
CEC #3 - Bilingual Spanish	17.00	1.00	35,632
CEC/Trainer #8 - Bilingual Spanish	17.00	0.18	3,182
CEC/Trainer #9 - Bilingual Spanish	17.00	0.50	8,840
CEC/Trainer #10 – Bilingual Spanish	22.00	1.00	19,295
Outreach Coordinator #1 Bilingual Spanish	21.99	1.00	46,091
Outreach Coordinator #2 Bilingual Spanish	21.50	0.77	<u>34,708</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$221,108
Employee Benefits <sup>(3)</sup> (20%)			44,176
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$265,284
<u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u>			
Executive Director	50.47	0.35	31,063
Program Director	38.35	0.50	32,091
Contract Coordinator	25.00	0.16	4,160
Office Manager	35.55	0.32	<u>21,488</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS			\$88,802
Employee Benefits <sup>(3)</sup> (20%)			17,761
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			<u>\$106,563</u>
TOTAL STAFFING & EMPLOYEE BENEFITS			\$371,847
<u>DIRECT COSTS</u>			
Independent Audit			\$6,111
Office Expenses			19,454
Mileage <sup>(5)</sup>			1,902
Marketing Flyers			1,356
Rent			10,199
Total Budget for CBOs			<u>172,626</u>
TOTAL DIRECT COSTS			\$211,648
<u>INDIRECT COSTS</u>			
Indirect Costs <sup>(6)</sup>			<u>\$45,099</u>

**MAXIMUM OBLIGATION JULY 1, 2019 - JUNE 30, 2020****\$628,594**

## BUDGET FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

	<u>Maximum Hourly Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
<b><u>DIRECT SERVICE POSITIONS</u></b>			
CEC #1 - Bilingual Spanish	\$18.15	1.00	\$37,752
CEC #2 - Bilingual Spanish	19.20	1.00	39,936
CEC #3 - Bilingual Spanish	17.93	1.00	37,294
CEC/Trainer #8 - Bilingual Spanish	22.68	0.18	8,491
CEC/Trainer #9 - Bilingual Spanish	22.95	0.50	23,868
CEC/Trainer #10 - Bilingual Spanish	22.00	1.00	45,760
Outreach Coordinator #1 Bilingual Spanish	23.19	1.00	48,235
Outreach Coordinator #2 Bilingual Spanish	22.76	0.77	<u>36,452</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$277,788
Employee Benefits <sup>(3)</sup> (20%)			55,559
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$333,347
<b><u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u></b>			
Executive Director	50.47	0.35	36,745
Program Director	40.70	0.50	42,328
Contract Coordinator	25.00	0.16	8,320
Office Manager	30.00	0.32	<u>19,968</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS			\$107,361
Employee Benefits <sup>(3)</sup> (20%)			21,472
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			<u>\$128,833</u>
TOTAL STAFFING & EMPLOYEE BENEFITS			\$462,180
<b><u>DIRECT COSTS</u></b>			
Independent Audit			\$3,000
Office Expenses			13,207
Mileage <sup>(5)</sup>			1,980
Marketing Flyers			1,000
Rent			10,800
Total Budget for CBOs			<u>224,592</u>
TOTAL DIRECT COSTS			\$254,579
<b><u>INDIRECT COSTS</u></b>			
Indirect Costs <sup>(6)</sup>			<u>\$53,757</u>

1 **MAXIMUM OBLIGATION JULY 1, 2020 - JUNE 30, 2021** **\$770,516**

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3 **BUDGET FOR THE PERIOD OF JULY 1, 2021 THROUGH DECEMBER 31, 2021**

	<u>Maximum</u>		
	<u>Hourly</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
CEC #1 - Bilingual Spanish	\$18.15	1.00	\$18,876
CEC #2 - Bilingual Spanish	19.20	1.00	19,968
CEC #3 - Bilingual Spanish	17.93	1.00	18,647
CEC/Trainer #8 - Bilingual Spanish	22.68	0.18	4,246
CEC/Trainer #9 - Bilingual Spanish	22.95	0.50	11,934
CEC/Trainer #10 - Bilingual Spanish	22.00	1.00	22,880
Outreach Coordinator #1 Bilingual Spanish	23.19	1.00	24,118
Outreach Coordinator #2 Bilingual Spanish	22.76	0.77	<u>18,226</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$138,895
Employee Benefits <sup>(3)</sup> (20%)			27,779
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$166,674
<u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u>			
Executive Director	50.47	0.35	18,372
Program Director	40.70	0.50	21,164
Contract Coordinator	25.00	0.16	4,160
Office Manager	30.00	0.32	<u>9,984</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS			\$53,680
Employee Benefits <sup>(3)</sup> (20%)			10,736
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			<u>\$64,416</u>
TOTAL STAFFING & EMPLOYEE BENEFITS			\$231,090
<u>DIRECT COSTS</u>			
Independent Audit			\$3,000
Office Expenses			1,779
Mileage <sup>(5)</sup>			990
Marketing Flyers			500
Rent			5,400
Total Budget for CBOs			<u>122,090</u>
TOTAL DIRECT COSTS			\$133,759



INDIRECT COSTS

1 Indirect Costs <sup>(6)</sup> \$27,364

2 **MAXIMUM OBLIGATION JULY 1, 2021 – DECEMBER 31, 2021** **\$392,213**

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4 **TOTAL MAXIMUM OBLIGATION FOR THE PERIOD OF**  
5 **APRIL 1, 2019 THROUGH DECEMBER 31, 2021** **\$1,918,616**

6 <sup>(1)</sup> Maximum hourly rate which will be permitted during the term of this Agreement;  
7 employees may be paid at less than maximum hourly rate.

8 <sup>(2)</sup> For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time  
9 (stated as a percentage) the position will be providing services under the terms of this Agreement.  
10 This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as  
11 the amount of time (stated as a percentage) the position will be paid for under the terms of this  
12 Agreement, regardless of the number of hours actually worked.

13 <sup>(3)</sup> Employee Benefits include contributions to 401k or retirement plans; health insurance;  
14 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,  
15 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based  
16 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated  
17 employee, limited to the actual vacation time accrued during the fiscal year in which the expense  
18 is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall  
19 benefit rate shall not exceed twenty percent (20%) of the actual salary expense claimed.

20 <sup>(4)</sup> Administrative costs are defined as those costs not solely related to direct services to  
21 clients, supervision and program costs (e.g., executive director oversight, technology services,  
22 accounting, payroll, etc.) shall be held to no more than seventeen percent (17%) of total gross  
23 program costs.

24 <sup>(5)</sup> Mileage is limited to the amount allowed by IRS.

25 <sup>(6)</sup> Indirect Costs may include, but are not limited to, overhead costs, contractor fees,  
26 accounting, and/or insurance/risk management.”

27 6. Subparagraph 14.9 of Exhibit A of the Agreement is hereby amended to read as follows:

28 “14.9 CAAs/CECs/HAA/CEC Trainers

Duties

1           14.9.1 Provide information and screen individuals/families for Medi-Cal eligibility  
2 utilizing the electronic application system designated by ADMINISTRATOR or by paper  
3 application when necessary.

4           14.9.2 Actively enroll new individuals/families.

5           14.9.3 Provide timely submittal of applications and track eligibility and approvals.

6           14.9.4 Assist in developing plans to support outreach and enrollment efforts.

7           14.9.5 Prepare and submit weekly productivity reports to Program Director.

8           14.9.6 Participate in outreach and community events.

9           Qualifications

10          14.9.7 High School diploma or GED.

11          14.9.8 Minimum of one (1) year of application assistor experience.

12          14.9.9 Excellent written and verbal communications skills.

13          14.9.10 Minimum of one (1) year of customer service experience.

14          14.9.11 Proficiency in English and bilingual based on community language need, as  
15 required.

16 7. Subparagraph 14.11 of Exhibit A of the Agreement is hereby added to read as follows:

17        “14.11 Contract Coordinator

18           Duties

19          14.11.1 Administer overall contractual duties for Agency’s contracts.

20          14.11.2 Coordinate with funding entities on contractual matters.

21          14.11.3 Maintain files and information pertinent to Agency’s contracts.

22          14.11.4 Performs other contract related duties as assigned by the Executive Director.

23           Qualifications

24          14.11.5 High School diploma or GED required, Associate’s degree preferred.

25          14.11.6 Minimum of five (5) years of general office experience, knowledge of  
26 computer systems, and use of general office equipment.

27          14.11.7 Minimum of three (3) years of contract coordination experience.”

28 8. The Parties agree that separate copies of this Amendment may be signed by each of the Parties,

1 and this Amendment will have the same force and effect as if the original had been signed by all  
2 Parties.

3 9. All other terms and conditions of the Agreement shall remain the same and in full force and  
4 effect.

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WHEREFORE, the Parties hereto have executed this First Amendment to Agreement dated April 1, 2019, in the County of Orange, California.

By:   
TIMOTHY STRAUCH  
CHIEF EXECUTIVE OFFICER  
ONEOC

By: \_\_\_\_\_  
CHAIR OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: 3-13-2020

Dated: \_\_\_\_\_

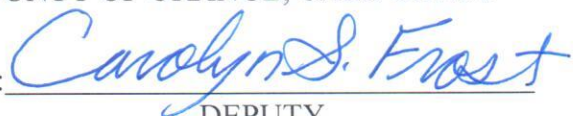
By:   
GEORGINA MALDONADO  
EXECUTIVE DIRECTOR  
COMMUNITY HEALTH INITIATIVE  
OF ORANGE COUNTY

Dated: 3-13-20

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
ATTEST:

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By:   
DEPUTY

Dated: 03/13/20