

~~SECOND~~THIRD 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 ~~SECOND~~THIRD 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.”

W I T N E S S E T H

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

WHEREAS, FIRST AMENDMENT was issued to increase funding for the provision of additional Medi-Cal Outreach and Enrollment Services to clients; extend the term of the Agreement for an additional six (6) months from July 1, 2021, through December 31, 2021; add new staff to correspond to the new budget; and amend outcomes measurements and reporting per California’s Department of Health Care Services (DHCS) directive;

WHEREAS, SECOND AMENDMENT was issued to increase funding for the provision of additional Medi-Cal Outreach and Enrollment Services to clients; extend the term of the Agreement for an additional three (3) months from January 1, 2022, through March 31, 2022; and amend outcome measurements;

WHEREAS, COUNTY desires to increase funding for the provision of additional Medi-Cal Outreach and Enrollment services to clients;

WHEREAS, COUNTY desires to ~~extend~~renew the Agreement for an additional three (3) months from ~~January~~April 1, 2022, through ~~March 31~~June 30, 2022;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 21.1, and Subparagraph 21.~~12~~ of the Agreement;

WHEREAS, COUNTY desires to amend Paragraph 3 and Subparagraph 12.1 of Exhibit A of the Agreement;

~~WHEREAS, COUNTY desires to remove Subparagraph 9.1.2 of Exhibit A of the Agreement;~~

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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 ~~March 31~~June 30, 2022, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; 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, for up to twelve (12) additional months

upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement does not increase as a result."

2. Subparagraph 21.1 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 \$2,~~138,619~~288,754 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 \$~~612,216~~762,351 for July 1, 2021, through ~~March 31~~June 30, 2022."

3. Subparagraph 21.2 of the Agreement is hereby amended to read as follows:

"21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2019, June 2020, June 2021, and June 2022 during the month of such anticipated expenditure."

~~3.4.~~ 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, 2019, so that five hundred (500) Medi-Cal applications are approved.

3.2 Enroll individuals in Medi-Cal at County inmate facilities, including jails and probation departments, as follows:

- 3.2.1 Minimum of four hundred (400) individuals from January 1, 2020, through December 31, 2020;
- 3.2.2 Minimum of four hundred (400) individuals from January 1, 2021, through December 31, 2021; and
- 3.2.3 Minimum of one hundred ~~(100)~~twenty-five (125) individuals from January 1, 2022, through ~~March 31~~June 30, 2022.
- 3.3 Screen Orange County jail inmates and assist in completion of applications to ensure that a minimum of eighty-five percent (85%) of applications submitted result in approved benefits.
- 3.4 Enroll individuals in Medi-Cal who are outside County inmate facilities, as follows:
- 3.4.1 Minimum of twenty-five hundred (2,500) individuals from January 1, 2020, through December 31, 2020;
- 3.4.2 Minimum of twenty-five hundred (2,500) individuals from January 1, 2021, through December 31, 2021; and
- 3.4.3 Minimum of ~~six~~eleven hundred ~~twenty-five (625)~~(1,100) individuals from January 1, 2022, through ~~March 31~~June 30, 2022.
- 3.5 Facilitate and attend, in conjunction with CBOs, a minimum of one hundred twenty-five (125) outreach events from April 1, 2019, through June 30, 2019.
- 3.6 Facilitate and attend, in conjunction with CBOs, a minimum of one hundred (100) outreach events from July 1, 2019, through December 31, 2019.
- 3.7 Facilitate and attend, in conjunction with CBOs, outreach events, as follows:
- 3.7.1 Minimum of five hundred (500) outreach events from January 1, 2020, through December 31, 2020;
- 3.7.2 Minimum of five hundred (500) outreach events from January 1, 2021, through December 31, 2021; and
- 3.7.3 Minimum of ~~one~~two hundred ~~twenty-five (125)~~fifty (250) outreach events

from January 1, 2022, through ~~March 31~~June 30, 2022.

- 3.8 Attempt phone contact with one hundred percent (100%) of Medi-Cal enrollees within thirty to forty-five (30-45) days of notification of a client's Medi-Cal approval, to assist in selection of a managed care plan through Orange County managed care providers.
- 3.9 Provide educational information to one hundred percent (100%) of new Medi-Cal enrollees within thirty (30) days of enrollment.
- 3.10 Make phone contact with individuals enrolled in Medi-Cal by the eleventh (11th) month following initial enrollment in Medi-Cal to remind them of upcoming Medi-Cal redetermination, as follows:
- 3.10.1 Minimum of twelve hundred fifty (1,250) individuals from January 1, 2020, through December 31, 2020;
- 3.10.2 Minimum of twelve hundred fifty (1,250) individuals from January 1, 2021, through December 31, 2021; and
- 3.10.3 Minimum of ~~three~~five hundred ~~ten~~(310)(500) individuals from January 1, 2022, through ~~March 31~~June 30, 2022.
- 3.11 Make contact with a minimum of twelve hundred fifty (1,250) individuals for enrollment, health plan selection, and utilization within the first year of enrollment in Medi-Cal by ~~March 31~~June 30, 2022.
- 3.11.1 ADMINISTRATOR, in its sole discretion, shall provide CONTRACTOR with the necessary data to meet the obligations of Subparagraphs 3.8 to 3.11 above.
- 3.11.2 CONTRACTOR shall ensure that staff who have access to the aforementioned data utilize it for the legitimate purpose of fulfilling the obligations of Subparagraphs 3.8 to 3.11 above.
- 3.11.3 Upon termination of this Agreement, CONTRACTOR shall purge the aforementioned data within thirty (30) calendar days.”

4. ~~Subparagraph 9.1.2 of Exhibit A of the Agreement is removed in its entirety.~~

5. Subparagraph 12.1 of Exhibit A of the Agreement is hereby amended to read as follows:

“12.1 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

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

<u>DIRECT SERVICE POSITIONS</u>	<u>Maximum Hourly Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
CEC #1—bilingual Spanish	20.00	1.00	\$10,400
CEC #2—bilingual Spanish	19.25	1.00	10,010
CEC #3—bilingual Spanish	19.25	1.00	10,010
Outreach Coordinator #1—bilingual Spanish	22.50	1.00	11,700
Outreach Coordinator #2—bilingual Spanish	20.00	0.50	5,200
—SUBTOTAL DIRECT SERVICE POSITIONS		-	\$47,320
Employee Benefits⁽³⁾ (20%)			9,464
—SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$56,784
 <u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>			
Executive Director	48.07	0.25	\$6,310
Program Director	40.17	0.30	6,267
Office Manager	32.00	0.32	5,325
—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS		-	\$17,902
Employee Benefits⁽³⁾ (20%)			3,569
—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			\$21,471
 —TOTAL SALARIES AND EMPLOYEE BENEFITS			\$78,255
 <u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$778
Program Supplies/Equipment			1,112
Mileage⁽⁵⁾			390
Marketing Material			250
—TOTAL SERVICES AND SUPPLIES			\$2,530
 <u>OPERATING EXPENSES</u>			
Rent			\$2,399

TOTAL OPERATING EXPENSES	\$2,399
TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$4,929
<u>INDIRECT COSTS</u>	
Indirect Cost ⁽⁶⁾	<u>\$8,880</u>
TOTAL INDIRECT COSTS	\$8,880
	-
Fee Paid to CBOs	35,229
TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019	\$127,293

	<u>Maximum</u> <u>Hourly Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>			
CEC #1 - bilingual Spanish	<u>20.00</u>	<u>1.00</u>	<u>\$10,400</u>
CEC #2 -bilingual Spanish	<u>19.25</u>	<u>1.00</u>	<u>10,010</u>
CEC #3 - bilingual Spanish	<u>19.25</u>	<u>1.00</u>	<u>10,010</u>
Outreach Coordinator #1 bilingual Spanish	<u>22.50</u>	<u>1.00</u>	<u>11,700</u>
Outreach Coordinator #2 bilingual Spanish	<u>20.00</u>	<u>0.50</u>	<u>5,200</u>
<u>SUBTOTAL DIRECT SERVICE POSITIONS</u>		-	<u>\$47,320</u>
Employee Benefits ⁽³⁾ (20%)			<u>9,464</u>
<u>SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</u>			<u>\$56,784</u>
 <u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>			
Executive Director	<u>48.07</u>	<u>0.25</u>	<u>\$6,310</u>
Program Director	<u>40.17</u>	<u>0.30</u>	<u>6,267</u>
Office Manager	<u>32.00</u>	<u>0.32</u>	<u>5,325</u>
<u>SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS</u>		-	<u>\$17,902</u>
Employee Benefits ⁽³⁾ (20%)			<u>3,569</u>
<u>SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS</u>			<u>\$21,471</u>
 <u>TOTAL SALARIES AND EMPLOYEE BENEFITS</u>			<u>\$78,255</u>

SERVICES AND SUPPLIES

<u>Independent Audit</u>	<u>\$778</u>
<u>Program Supplies/Equipment</u>	<u>1,112</u>
<u>Mileage⁽⁵⁾</u>	<u>390</u>
<u>Marketing Material</u>	<u>250</u>
<u>TOTAL SERVICES AND SUPPLIES</u>	<u>\$2,530</u>
<u>OPERATING EXPENSES</u>	
<u>Rent</u>	<u>\$2,399</u>
<u>TOTAL OPERATING EXPENSES</u>	<u>\$2,399</u>
<u>TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</u>	<u>\$4,929</u>
<u>INDIRECT COSTS</u>	
<u>Indirect Cost⁽⁶⁾</u>	<u>\$8,880</u>
<u>TOTAL INDIRECT COSTS</u>	<u>\$8,880</u>
<u>Fee Paid to CBOs</u>	<u>35,229</u>
<u>TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019</u>	<u>\$127,293</u>

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

	<u>Maximum</u>		
	<u>Hourly</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</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 ⁽³⁾ (20%)			44,176
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$265,284
<u>ADMINISTRATIVE POSITIONS⁽⁴⁾</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 ⁽³⁾ (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 ⁽⁵⁾			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 ⁽⁶⁾			<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</u> <u>Hourly</u> <u>Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>			
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 ⁽³⁾ (20%)			55,559
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$333,347

ADMINISTRATIVE POSITIONS⁽⁴⁾

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 ⁽³⁾ (20%)			21,472

SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			<u>\$128,833</u>
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TOTAL STAFFING & EMPLOYEE BENEFITS			\$462,180
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DIRECT COSTS

Independent Audit			\$3,000
Office Expenses			13,207
Mileage ⁽⁵⁾			1,980
Marketing Flyers			1,000
Rent			10,800
Total Budget for CBOs			<u>224,592</u>

TOTAL DIRECT COSTS			\$254,579
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INDIRECT COSTS

Indirect Costs ⁽⁶⁾			<u>\$53,757</u>
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MAXIMUM OBLIGATION JULY 1, 2020 - JUNE 30, 2021			\$770,516
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BUDGET FOR THE PERIOD OF JULY 1, 2021 THROUGH ~~MARCH 31~~ June 30, 2022

<u>DIRECT SERVICE POSITIONS</u>	<u>Maximum Hourly Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
CEC #1 - Bilingual Spanish	\$17.55	1.00	\$27,378 <u>36,504</u>
CEC #2 - Bilingual Spanish	18.55	1.00	28,938 <u>38,584</u>
CEC #3 - Bilingual Spanish	18.55	1.00	28,938 <u>38,584</u>
CEC/Trainer #8 - Bilingual Spanish	17.60	1.00	27,456 <u>36,608</u>
CEC/Trainer #9 - Bilingual Spanish	22.70	0.50	17,706

CEC/Trainer #10 - Bilingual Spanish	18.55	1.00	28,938 <u>38,584</u>
Outreach Coordinator #1 Bilingual Spanish	22.50	1.00	35,100 <u>46,800</u>
Outreach Coordinator #2 Bilingual Spanish	21.70	1.00	<u>33,852</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$228,306 <u>287,222</u>
Employee Benefits ⁽³⁾ (20%)			45,661 <u>57,444</u>
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$273,967 <u>344,666</u>
<u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>			
Executive Director	50.47	0.35	27,557 <u>36,742</u>
Program Director	40.70	0.50	31,746 <u>42,328</u>
Contract Coordinator	25.52	0.16	6,369
Office Manager	30.11	0.32	15,031 <u>20,043</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS			\$80,703 <u>\$105,482</u>
Employee Benefits ⁽³⁾ (20%)			16,140 <u>21,096</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			\$96,843 <u>\$126,578</u>
TOTAL STAFFING & EMPLOYEE BENEFITS			\$370,810 <u>471,244</u>
<u>DIRECT COSTS</u>			
Independent Audit			\$3,000
Office Expenses			2,378 <u>678</u>
Mileage ⁽⁵⁾			1,000 <u>700</u>
Marketing Flyers			1,200 <u>712</u>
Rent			8,100 <u>10,800</u>
Total Budget for CBOs			183 <u>218,000</u>
TOTAL DIRECT COSTS			\$198,678 <u>237,890</u>
<u>INDIRECT COSTS</u>			
Indirect Costs ⁽⁶⁾			\$42,728 <u>53,217</u>

MAXIMUM OBLIGATION JULY 1, 2021 – ~~MARCH 31~~June 30, 2022
~~\$612,216~~ \$762,351

TOTAL MAXIMUM OBLIGATION FOR THE PERIOD OF
APRIL 1, 2019 THROUGH ~~MARCH 31~~JUNE 30, 2022 **\$2,~~138,619~~288,754**

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

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

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

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

(5) Mileage is limited to the amount allowed by IRS.

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

6. The parties agree that separate copies of this Amendment may be signed by each of the parties, and this Amendment will have the same force and effect as if the original had been

signed by all parties.

7. All others terms and conditions of the Agreement shall remain the same and in full force and in effect.

WHEREFORE, the parties hereto have executed this ~~Second~~Third Amendment to Agreement dated April 1, 2019, in the County of Orange, California.

By: _____
TIMOTHY STRAUCH
CHIEF EXECUTIVE OFFICER
ONEOC

By: _____
CHAIRMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

By: _____

GEORGINA MALDONADO
EXECUTIVE DIRECTOR
COMMUNITY HEALTH INITIATIVE
OF ORANGE COUNTY

Dated: _____

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: _____