

**AMENDMENT NO. 1 TO THE
FUNDING AGREEMENT REGARDING RECUPERATIVE CARE FACILITIES AT
2323 KNOLL DRIVE IN CITY OF VENTURA AND 1400 VANGUARD DRIVE IN CITY
OF OXNARD
BETWEEN
VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION (dba GOLD
COAST HEALTH PLAN)
AND
COUNTY OF VENTURA**

This Amendment No. 1 (this “Amendment”) to the Funding Agreement Regarding Recuperative Care Facilities at 2323 Knoll Drive in City of Ventura and 1400 Vanguard Drive in City of Oxnard (the “Agreement”) is made by Ventura County Medi-Cal Managed Care Commission, a public entity doing business as Gold Coast Health Plan (“GCHP”) and County of Ventura (“County”). GCHP and County are referred to as “Parties.” This Amendment is effective as of January 1, 2025 (the “Amendment Effective Date”).

IN WITNESS WHEREOF, the subsequent Amendment between GCHP and County is entered into by and between the undersigned parties.

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of December 5, 2023;

WHEREAS, under the Agreement, GCHP has agreed to provide ten million dollars (\$10,000,000) in HHIP funds to County to contribute toward the planning, design, and construction costs of two (2) recuperative care facilities that will support underserved residents of Ventura County, including but not limited to residents that are members of GCHP or are eligible to become members of GCHP;

WHEREAS, neither of the County’s two (2) recuperative care facilities under construction will be completed in 2025 due to certain delays;

WHEREAS, there is a need to ensure that recuperative care facilities remain available to those individuals who require such services until the two (2) recuperative care facilities are completed,

WHEREAS, gap funding is required due to County delays in completing construction of permanent recuperative care facilities and the absence of other grant opportunities to support facility costs,

WHEREAS, GCHP desires to provide County with one million five hundred thousand dollars (\$1,500,000.00) in additional HHIP funding to support the continuity of recuperative care for residents of Ventura County. Funds can be used for start-up costs, transitional costs, and gap-funding until the new facilities are completed, including unanticipated additional facility costs that are not otherwise reimbursed.

WHEREAS GCHP has obtained HHIP funding through DHCS’ submission of the Home and Community Based Services (“HCBS”) Spending Plan to the federal government which resulted in approved and allocated funding to GCHP through the American Rescue Plan Act (“ARPA”).

WHEREAS, such funding is consistent with GCHP’s Investment Plan, which includes both construction costs and gap funding, to expand recuperative care capacity in Ventura County.

WHEREAS, the Parties seek to amend the Agreement to include this additional HHIP funding.

NOW, THEREFORE, the parties hereto expressly agree to amend the Agreement as follows:

1. Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Agreement. The above Recitals are true and correct and incorporated herein and made a part hereof.

2. The Agreement is amended as follows:

2.1. Section 1. Transfer of Funds, is hereby deleted in its entirety and replaced with the following:

“Section 1. Transfer of Funds.

1.1. *Initial Funding*. GCHP shall provide the County with two one-time payments: (1) seven million five hundred thousand dollars (\$7,500,000.00) within sixty (60) calendar days after the Effective Date and (2) two million five hundred thousand dollars (\$2,500,000.00) (the “Initial Funds”) within sixty (60) calendar days after GCHP receives the second disbursement of HHIP funds. County shall deposit the funds in a segregated account and solely use the funds for the planning, design, and construction costs of the Facilities (the “Project”).

1.2. *Transitional Funding*. GCHP shall provide the County with two additional payments for transitional/gap funding: seven hundred fifty thousand dollars (\$750,000.00) on or before January 15, 2025 and seven hundred fifty thousand dollars \$750,000.00 (the “Transitional Funds”) on or before July 15, 2025). County shall deposit the funds in a segregated account and use the funds to continue to make available one or more facilities with at least fifty beds (50) beds for use for the provision of recuperative care services. (“the Transitional Project”).

2.2. Section 6. Timely Expenditure, is hereby deleted in its entirety and replaced with the following:

6.1. *Expenditure of Initial Funds*. County shall expend all funds no later than December 31, 2030. For purposes of this section “expend” shall mean that the funds are committed for Project use. All funds not expended by this deadline shall be returned to GCHP.

6.2. *Expenditure of Transitional Funds*. County shall expend all funds no later than February 28, 2026. For purposes of this section “expend” shall mean that the funds

are committed for Transitional Project use. All funds not expended by this deadline shall be returned to GCHP.

2.3. Section 26. Non-Duplication. is hereby added to the Agreement: County shall not use Transitional Funding to duplicate or supplant federal or State funding for recuperative care facilities or services.

3. All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment control.

4. This Amendment may be executed in one or more counterparts, each of which is to be deemed an original, and all of which together constitute one and the same instrument. The facsimile, email, or other electronically made and/or delivered signature of a party is to be deemed to constitute an original signature for all purposes, and facsimile or electronic copies of this Amendment are to be deemed to constitute duplicate originals.

[signature on following page]

COUNTY OF VENTURA:

COUNTY OF VENTURA

Executed by:

Signature

Printed Name

Title

Date

Address for Notices:

Ventura County Health Care Agency

5851 Thille Street

Ventura, CA 93003

County of Ventura

County Executive Office

Attn: Dr. Sevet Johnson

800 S. Victoria Ave., L1940

Ventura, CA 93009

GCHP:

**VENTURA COUNTY MEDI-CAL
MANAGED CARE COMMISSION dba
GOLD COAST HEALTH PLAN**

Executed by:

Signature

Printed Name

Title

Date

Address for Notices:

Gold Coast Health Plan

711 E. Daily Drive, Suite 106

Camarillo, CA 93010-6082