

**AMENDMENT NO. 1 TO THE
VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION
PROVIDER SERVICES AGREEMENT - COMMUNITY SUPPORTS**

This Amendment No. 1 (this “Amendment”) effective as of July 1, 2023 amends the Provider Services Agreement – Community Supports dated January 1, 2023 (the “Agreement”) entered into by the VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION, a public entity doing business as Gold Coast Health Plan (“Health Plan”) and COUNTY OF VENTURA (“Provider”).

IN WITNESS WHEREOF, the subsequent Amendment between Health Plan and Provider is entered into by and between the undersigned parties.

Provider

COUNTY OF VENTURA

Executed by:

Signature

Printed Name

Title

Date

Address for Notices:

Ventura County Health Care Agency

5851 Thille Street
Ventura, CA 93003

Health Plan:

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

RECITALS

A. California Advancing and Innovating Medi-Cal (CalAIM) seeks to transform health care for Californians through the following: (1) Population Health Management; (2) Enhanced Care Management; (3) Community Supports (also known as “In Lieu of Services”); (4) New Dental Benefits; (5) Behavioral Health Delivery System Transformation; (6) Services and Supports for Justice-Involved Adults and Youth; (7) Transition to Statewide Dual Eligible Special Needs Plans and Managed Long-Term Services and Supports; (8) Standard Enrollment with Consistent Managed Care Benefits; (9) Providing Access and Transforming Health (PATH); and (10) Delivery System Transformation.

B. Under the CalAIM initiative, Medi-Cal Managed Care Plan partners are to offer Community Supports that are intended to meet enrollees’ needs for health and health-related services that address social drivers of health.

C. Plan and Provider previously entered into the Agreement for the purposes of providing multiple Community Supports to Plan’s Eligible Beneficiaries.

D. Plan and Provider now, through this Amendment, intend to change the rates for Recuperative Care and Short-Term Post-Hospitalization Housing Community Supports and to add Asthma Remediation Community Supports services as authorized under the CalAIM initiative.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual covenants and promises contained herein, receipt and sufficiency of which are hereby acknowledged, the parties agree and covenant that the Agreement is amended 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:

A. Attachment C, Scope of Services, Article IV Exclusions from and Limitations of Community Supports, is modified to add Section 4.2:

“4.2 Health Plan may, at its sole discretion, authorize services for individuals who do not satisfy the Community Supports eligibility criteria as defined in the exhibits to this Agreement, but would benefit from such services, as permitted by DHCS. Such flexibility will not be used to restrict the scope of Community Supports authorized or provided.”

B. Attachment C, Exhibit D-1, Compensation Schedule, Section 1.1.1 “**Payment Rate**” is hereby deleted and replaced with the following:

“Payment Rate: \$37.50/hour”

C. Attachment C, Exhibit E-1, Compensation Schedule, Section 1.1.1 “**Payment Rate**” is hereby deleted and replaced with the following:

“Payment Rate: \$37.50/hour”

D. Attachment C, Exhibit H-1 Compensation Schedule, Section 1.1.1 “Payment Rate” is hereby deleted and replaced with the following:

Location	Number of Beds	Rate
Oxnard or Ventura, including Bed Hold	As needed	\$180.00 per bed per diem

E. Attachment C, Exhibit H-1, Compensation Schedule, Section 2.3 “Use of Beds and Rates” is hereby deleted and replaced with the following:

“2.3 **Use of Beds and Rates.** The beds identified in Section 1.1 may be used for either Recuperative Care (Medical Respite) or Short-Term Post-Hospitalization Housing interchangeably as authorized. The rates per bed per diem for Oxnard – Ventura, including Bed Hold shall apply to both Recuperative Care (Medical Respite) and Short-Term Post-Hospitalization Housing. If a Member leaves a Recuperative Care (Medical Respite) or Short Term Post-Hospitalization bed for an emergency room visit, a bed will be held for such Member for 72 hours (“Bed Hold”).”

F. The table in Attachment C, Exhibit H-2 Community Supports Procedure Codes is hereby deleted and replaced with the following:

HCPCS CODE	HCPCS DESCRIPTION	MODIFIER	MODIFIER DESCRIPTION
T2033	Residential care, not otherwise specified (NOS), waiver; per diem	U6	Used by Managed Care with HCPCS Code T2033 to indicate Community Supports Recuperative Care (Medical Respite)
H0043	Supported housing; per diem. Modifier used to differentiate Short-Term Post Hospitalization Housing from Housing Transition/Navigation Services.	U3	Used by Managed Care with HCPCS Code H0043 to indicate Community Supports Short-Term Post Hospitalization Housing

3. Exhibit I, Asthma Remediation Services (below) to Attachment C, is hereby added to the Agreement.
4. 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.

5. 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.

Attachment 1

EXHIBIT I

ASTHMA REMEDIATION SERVICES

1. DEFINITIONS

“Asthma Remediation Services” are those services described in this Exhibit I to Attachment C to the Agreement.

2. TERM

- 2.1 This Exhibit I shall be effective July 1, 2023 and shall continue in effect for the period of one (1) year; thereafter, it shall automatically renew for additional one (1) year terms, unless earlier terminated by either party in accordance with the provisions of this Exhibit I.
- 2.2 This Exhibit I may be terminated without cause and for convenience by either party upon at least sixty (60) days written notice to the other party.
- 2.3 In the event of a breach of any material provision of Attachment C to the Agreement or this Exhibit I, the party claiming the breach will give the other party written notice of termination setting forth the facts underlying its claim(s) that the other party has breached the provisions of Attachment C to this Agreement or Exhibit I. The party receiving the notice of termination shall have thirty (30) days from the date of receipt of such notice to remedy or cure the claimed breach to the satisfaction of the other party. During this thirty (30) day period, the parties agree to meet as reasonably necessary and to confer in good faith in an attempt to resolve the claimed breach. If the party receiving the notice of termination has not remedied or cured the breach within such thirty (30) day period, the party who provided the notice of termination shall have the right to immediately terminate this Exhibit I.

3. GENERAL

- 3.1 Qualified Community Supports Providers. Community Supports Providers qualified to provide Asthma Remediation Services include but are not limited to the following:
 - 3.1.1 Lung health organizations.
 - 3.1.2 Healthy housing organizations.
 - 3.1.3 Local health departments.
 - 3.1.4 Community-based providers and organizations.
 - 3.1.5 Asthma Remediation Services provided that are a physical modification to a residence must be performed by an individual holding a State contractor’s license.

4. MEMBER ELIGIBILITY

- 4.1 Community Supports Eligibility Criteria. Member participation in Asthma Remediation Services requires the Member to meet the following criteria defined and required by DHCS:
- 4.1.1 A Member with poorly controlled asthma (as determined by an emergency department visit or hospitalization or two (2) sick or urgent care visits in the past twelve (12) months); or
 - 4.1.2 A Member with a score of nineteen (19) or lower on the asthma control test for whom a licensed health care provider has documented that the service will likely avoid asthma-related hospitalizations, emergency department visits, or other high-cost services.

5. RESTRICTIONS OF ASTHMA REMEDIATION SERVICES

- 5.1 Restrictions/Limitations. The following restrictions and limitations apply to Asthma Remediation Services:
- 5.1.1 Asthma Remediation Services are prohibited if another State Plan service, such as durable medical equipment, is available and would accomplish the same goals of preventing asthma emergencies or hospitalizations.
 - 5.1.2 Asthma remediation modifications must be conducted in accordance with applicable State and local building codes.
 - 5.1.3 Asthma Remediation Services are payable up to a total lifetime maximum amount of Seven Thousand Five Hundred Dollars (\$7,500). The only exception to the Seven Thousand Five Hundred Dollars (\$7,500) maximum is if the Member's condition has changed so significantly that those additional modifications are necessary to ensure the health, welfare, and safety of the Member, or are necessary to enable the Member to function with greater independence in the home and avoid institutionalization or hospitalization.
 - 5.1.4 Asthma remediation modifications are limited to those that are of direct medical or remedial benefit to the Member and exclude adaptations or improvements that are of general utility to the household. Asthma remediation modifications may include finishing (e.g., drywall and painting) to return the home to a habitable condition, but do not include aesthetic embellishments.
 - 5.1.5 Before commencement of a permanent physical modification to the home or installation of equipment in the home, Provider must provide the owner and Member with written documentation that the modifications are permanent, and that the State is not responsible for maintenance or repair of any modification nor for removal of any modification if the Member

ceases to reside at the residence. This requirement does not apply to the provision of supplies that are not permanent adaptations or installations.

- 5.1.6 Asthma Remediation Services must supplement and not supplant services received by the Member through other State, local, or federally-funded programs, in accordance with the CalAIM Standard Terms and Conditions and federal, State, and DHCS guidance.

6. ASTHMA REMEDIATION SERVICES

6.1 Asthma Remediation Services. Provider shall provide and shall cause its subcontractors to provide Asthma Remediation Services in accordance with DHCS ECM and Community Supports Standard Terms and Conditions, DHCS Community Supports Policy Guide, the Provider Manual, and Health Plan policies and procedures. Asthma Remediation Services include but are not limited to the following services for Members who meet Health Plan eligibility criteria and are authorized to receive services:

6.1.1 Physical modifications to a home environment that are necessary to ensure the health, welfare, and safety of the Member, or enable the Member to function in the home and without which acute asthma episodes could result in the need for emergency services and hospitalization (“Environmental Asthma Trigger Remediations”).

6.1.2 Environmental Asthma Trigger Remediations include:

6.1.2.1 Allergen-impermeable mattress and pillow dustcovers;

6.1.2.2 High-efficiency particulate air (HEPA) filtered vacuums;

6.1.2.3 De-humidifiers;

6.1.2.4 Air filters;

6.1.2.5 Other moisture-controlling interventions;

6.1.2.6 Minor mold removal and remediation services;

6.1.2.7 Ventilation improvements;

6.1.2.8 Asthma-friendly cleaning products and supplies; and

6.1.2.9 Other interventions identified to be medically appropriate and cost effective.

6.2 Asthma Remediation Services include providing information to Members about actions to take around the home to mitigate environmental exposures that could

trigger asthma symptoms and remediations designed to avoid asthma-related hospitalizations such as:

- 6.2.1 Identification of environmental triggers commonly found in and around the home, including allergens and irritants;
 - 6.2.2 Using dust-proof mattresses and pillow covers, high-efficiency particulate air vacuums, asthma-friendly cleaning products, dehumidifiers, and air filters; and
 - 6.2.3 Health-related minor home repairs such as pest management or patching holes and cracks through which pests can enter.
- 6.3 Asthma Remediation Services are available in a home that is owned, rented, leased, or occupied by the Member or their caregiver.

7. ADDITIONAL DOCUMENTATION FOR ASTHMA REMEDIATION SERVICES

- 7.1 Provision of the Asthma Remediation Services is contingent on Provider submitting the following additional documentation:
- 7.1.1 A current duly licensed health care provider's order specifying the requested remediation(s) for the Member;
 - 7.1.2 A brief written evaluation specific to the Member describing how and why the remediation(s) meets the needs of the individual, required for cases of "Other interventions identified to be medically appropriate and cost effective"; and
 - 7.1.3 That a home visit has been conducted to determine the suitability of any requested remediation(s) for the Member.

EXHIBIT I-1

COMPENSATION SCHEDULE

Health Plan shall pay Provider in accordance with the terms and conditions of this Exhibit I-1 and the reimbursement terms set forth in the Agreement.

ARTICLE I -COMPENSATION TERMS

- 1.1 Payment Terms. For Clean Claims for Asthma Remediation Services rendered to Members, Health Plan shall reimburse Provider on a direct reimbursement basis in accordance with the applicable claims payment provisions of this Agreement, at the lesser of; (i) Provider's billed charges, or (ii) the applicable Payment rates set forth below:
 - 1.1.1 Payment Rate. Actual cost of modifications plus a 10% administrative fee up to lifetime maximum of \$7,500.

ARTICLE II -REIMBURSEMENT TERMS

- 2.1 Funding. Health Plan's obligation to pay Provider is subject to Health Plan's corresponding receipt of funding from DHCS, CMS or any other governmental agency providing revenue to Health Plan, as applicable. In the event funding to Health Plan is terminated or delayed, Health Plan's payment to Provider will be terminated or delayed, and Health Plan's obligation will only resume within fifteen (15) days following Health Plan's receipt of its capitation payment from DHCS for Members who received services from Provider if said Members are listed on the most current enrollment information as transmitted by DHCS.
- 2.2 Adequacy of Compensation. Provider shall accept payments as provided herein as payment in full for providing or arranging Community Supports under this Agreement. Provider shall not balance bill Members for any Community Supports.

EXHIBIT I-2

COMMUNITY SUPPORTS PROCEDURE CODES

The following Healthcare Common Procedure Coding System (“HCPCS”) codes must be used for Asthma Remediation Services . The HCPCS code and modifier combined define the service as a Community Supports Service. As an example, HCPCS code H0043 by itself does not define the service as a Community Support. HCPCS code H0043 must be reported with modifier U6 for the service to be defined and categorized as a Community Support.

HCPCS Code	HCPCS Description	Modifier	Modifier Description
Asthma Remediation Services			
S5165	Home modifications; per service	U5	Used by Managed Care with HCPCS code S5165 to indicate Community Supports Asthma Remediation