AMENDMENT NO. 1 TO PROVIDER SERVICES AGREEMENT
ENHANCED CARE MANAGEMENT

This Amendment No. 1 (the "Amendment"), effective as of January 1, 2023 amends the Provider Services Agreement – Enhanced Care Management dated January 1, 2022 (the "Agreement") between 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"). The purpose of this Amendment is to extend the term of the Agreement and add new provisions pertaining to aging/long-term care populations of focus. The terms and conditions of this Amendment are incorporated by reference into and made a part of the Agreement. This Amendment shall be in effect during the Term of the Agreement.

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

Provider	**Health Plan:**
COUNTY OF VENTURA	VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION dba Gold Coast Health Plan
(List Provider Name Above)	*Executed by:*
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
Address for Notices:	Address for Notices:
	Gold Coast Health Plan 711 E. Daily Drive, Suite 106 Camarillo, CA 93010-6082

AMENDMENT NO. 1 TO PROVIDER SERVICES AGREEMENT – ENHANCED CARE MANAGEMENT

RECITALS

A. Health Plan is a County Organized Health System established pursuant to Welfare & Institutions Code §14087.54.

B. Health Plan entered into agreements with the State of California, Department of Health Care Services in accordance with the requirements of California Welfare & Institutions Code, Section 14200 et seq.; Title 22, California Code of Regulations, Section 53000 et seq.; and applicable federal and State laws and regulations, under which Health Plan has agreed to arrange for or provide health care services under the Medi-Cal Managed Care Program to Medi-Cal beneficiaries who may enroll in Health Plan's Medi-Cal Managed Care Program. (collectively, the "Medi-Cal Agreement").

C. Health Plan arranges for the provision of health care services to Members assigned to Health Plan under the terms of the Medi-Cal Agreement by contracting with other health plans, hospitals, physicians and other health care providers.

D. Provider is eligible to participate in and certified to provide health care services under the California Medi-Cal Managed Care Program and meets applicable requirements under Titles XVIII and XIX of the Social Security Act.

E. Health Plan and Provider entered into the Agreement to provide certain health care services to Health Plan's eligible Members in connection with Health Plan's contractual obligations under the terms of the Medi-Cal Agreement.

F. Health Plan and Provider now desire to amend the Agreement to extend its term and add new provisions pertaining to individuals transitioning from incarceration and the aging/long term care populations of focus.

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. ARTICLE FOUR – TERM AND TERMINATION, Section 4.2 is deleted and replaced with the following:

4.2 **Term**. This Agreement shall be effective as of January 1, 2023 ("Effective Date") and shall continue in effect for a period of one (1) year, or through December 31, 2023 (the "Initial Term"). Thereafter, it shall automatically renew for additional one (1) year terms, unless earlier terminated by either party in accordance with the provisions of this Agreement.

2. ARTICLE FOUR – TERM AND TERMINATION, Section 4.3 is deleted and replaced with the following:

4.3 **Termination without Cause**. This Agreement may be terminated without cause and for convenience by either party upon at least ninety (90) days written notice to the other party.

3. ARTICLE FOUR – TERM AND TERMINATION, Section 4.4 is deleted and replaced with the following:

4.4 **Termination with Cause**. In the event of a breach of any material provision of this Agreement, 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 Agreement. 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 Agreement unless such breach cannot be cured or remedied within thirty (30) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional sixty (60) days) provided the breaching party has made and continues to make a diligent effort to effect such remedy or cure.

4. Attachment C, Article II – GENERAL, Section 2.3 "Populations of Focus" is modified to add:

iv. Individuals Transitioning from Incarceration

v. Adults Living in the Community who Are at Risk for Long Term Care ("LTC") Institutionalization

vi. Nursing Facility Residents Transitioning to the Community

5. Attachment C, Article II – GENERAL, Section 2.4 "Enhanced Care Management Eligibility Criteria" is modified to add:

iv. Individuals Transitioning from Incarceration

a. Adults. Individuals who are enrolled in Medi-Cal and are Health Plan Members; and who are transitioning from incarceration or transitioned from incarceration within the past twelve (12) months, **AND** have at least one of the following conditions:

(1) Mental illness

(2) Substance Use Disorder ("SUD")

(3) Chronic Condition/Significant Clinical Condition

(4) Intellectual or Developmental Disability ("I/DD")

(5) Traumatic Brain Injury

(6) HIV/AIDS

(7) Pregnancy or Postpartum

b. Children. Youth who are transitioning from incarceration or transitioned from a youth correctional facility within the past twelve (12) months.

v. Adults Living in the Community who Are at Risk for LTC Institutionalization

a. Eligibility.

(1) Adults who are enrolled in Medi-Cal and are Health Plan Members; and

(2) Adults living in the community who:

(i) Meet the Skilled Nursing Facility ("SNF") Level of Care criteria; **OR** who require lower-acuity skilled nursing, such as time-limited and/or intermittent medical and nursing services, support, and/or equipment for prevention, diagnosis, or treatment of acute illness or injury; **AND**

(ii) Are actively experiencing at least one complex social or environmental factor influencing their health (including, but not limited to, needing assistance with activities of daily living (ADLs), communication difficulties, access to food, access to stable housing, living alone, the need for conservatorship or guided decision-making, poor or inadequate caregiving which may appear as a lack of safety monitoring); **AND**

(iii) Are able to reside continuously in the community with wraparound supports (i.e. some individuals may not be eligible because they have high-acuity needs or conditions that are not suitable for home-based care due to safety or other concerns).

(3) Members who meet this Population of Focus may live in independent housing, Residential Care Facilities, Residential Care Facilities for the Elderly, ("RCFE"), or any other dwelling that meets the requirements established in the Home and Community Based Services ("HCBS") Settings Final Rule.

b. Exclusions. Adults living in the community who are at risk of institutionalization into Intermediate Care Facilities ("ICF") and subacute care facilities are excluded from this Population of Focus.

vi. Nursing Facility Residents Transitioning to the Community

a. Eligibility.

(1) Adults who are enrolled in Medi-Cal and are Health Plan Members; and

(2) Nursing facility residents who are:

(i) Interested in moving out of the institution;

(ii) Are likely candidates to do so successfully; and

(iii) Able to reside continuously in the community.

(3) Members transitioning to the community may need to return to the hospital or SNF intermittently for short admissions (potentially due to changes in medical conditions or other acute episodes). They should not be precluded from being considered able to reside continuously in the community.

b. Exclusions. Individuals residing in ICFs and subacute care facilities are excluded from this Population of Focus.

6. Attachment C, Article IV – ENHANCED CARE MANAGEMENT SERVICES, Section 4.1, Sub-section ii, "Initial Eligibility Screening" is deleted and replaced with the following:

ii. Initial Eligibility Screening

a. Provider shall conduct an Eligibility Screening for the purpose of determining a Member's eligibility for Enhanced Care Management, determining the Member's acuity, establishment of a Care Plan, and identification of Member participation in overlapping and exclusionary programs, as defined by DHCS.

b. Provider shall conduct an Eligibility Screening of potentially eligible Members to determine whether a sub-set of eligibility criteria are met for the purpose of authorization. This sub-set of eligibility criteria includes, but is not limited to:

(1) Homelessness status

(2) Complex needs

(3) Access to care issues

(4) Whether utilization meets unplanned/avoidable requirement

(5) Changes in caregiver status

(6) Member is able to live safely in the community

(7) Other areas that require Member engagement/assessment to determine

c. Provider shall conduct an Eligibility Interview of the Member to determine current participation in any program that would exclude Member from participating in Enhanced Care Management Services, including:

(1) Multipurpose Senior Services Program (MSSP)

(2) Assisted Living Waiver (ALW)

(3) Home and Community-Based Alternatives (HCBA) Waiver

(4) HCBS Waiver-Individuals with Developmental Disabilities (DD)

(5) HIV/AIDS Waiver

(6) Self-Determination Program-Individuals with I/DD

(7) California Community Transitions ("CCT") Money Follows the Person ("MFTP")

(8) Mosaic Family Services

(9) Hospice

(10) Cal MediConnect

(11) Fully Integrated Dual Eligible Special Needs Plans ("FIDE-SNPs")

(12) Program for All-Inclusive Care for the Elderly ("PACE")

d. Provider shall conduct an Eligibility Interview of Member for participation in any program that would require care coordination to ensure non-duplication of services, including:

(1) California Children's Services

(2) Genetically Handicapped Person's Program ("GHPP")

(3) County-based Targeted Case Management ("TCM")

(4) Specialty Mental Health ("SMHS") TCM or Full Service Partnerships

(5) SMHS Intensive Care Coordination for Children ("CC")

(6) Drug Medi-Cal Organized Delivery Systems ("DMC-ODS")

(7) In Home Supportive Services ("IHSS")

(8) CCS Whole Child Model

(9) Community-Based Adult Services ("CBAS")

(10) Dual-Eligible Special Needs Plans ("D-SNPs")

(11) D-SNP look-alike plans

(12) Other Medicare Advantage Plans

(13) Medicare Fee-For-Service

(14) AIDS Healthcare Foundation Plans

e. Provider shall conduct an Eligibility Interview to determine Member participation in any Health Plan programs that would require coordination for transition into Enhanced Care Management based on level-of-care needs and cannot be provided concurrently with Enhanced Care Management, including:

(1) Basic Case Management, provided by Primary Care Providers

(2) Complex Care Management, provided by Health Plan Care Management Department

f. Provider shall conduct an Acuity/Needs Assessment that documents Member needs, including:

(1) Review of social determinants of health needs, including but not limited to:

(a) Housing and/or basic amenities

(b) Lack of adequate food and/or safe drinking water

(c) Barriers to accessing care (such as lack of transportation or child care)

(d) Language and literacy barriers

(e) Racism or discrimination

(f) Lack of safe housing

(g) Low literacy

(h) History of childhood abuse or neglect

(i) Medical or mental illness or substance use disorder within the family

(j) Relational conflict

(k) Acculturation difficulties

(l) Residential placement or incarceration

(m) Problems related to living alone

(n) Death or disappearance of a family member

(o) DHCS' standardized Long Term Services and Supports ("LTSS") referral questions for the Population of Focus of Adults Living in the Community who Are at Risk for LTC Institutionalization who may have LTSS needs

(p) California Community Transitions ("CCT") tool for members of the Nursing Facility Residents Transitioning to the Community Population of Focus

(2) Provider shall conduct an Acuity/Needs Assessment for additional factors that may impact Member's acuity, including but not limited to:

(a) Involvement or history with child welfare services

(b) Changes to family/caregiver or other natural supports

(c) Suicidal or homicidal ideation

(d) Safety concerns such as intimate partner violence or environmental dangers

(e) Increasing need for assistance with everyday activities

(f) Mental health or substance abuse/dependence needs

(g) Community Supports needs

7. 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.

8. 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.