



**Ventura County Medi-Cal Managed Care Commission (VCMCC)
dba Gold Coast Health Plan (GCHP)**

Regular Meeting

Thursday, December 16, 2021, 2:00 p.m.
Community Room at Gold Coast Health Plan
711 E. Daily Drive, Suite 106, Camarillo, CA 93010
Meeting held pursuant to AB 361

Conference Call Number: 805-324-7279

Conference ID Number: 485 156 471#

Para interpretación al español, por favor llame al 805-322-1542 clave 1234

Due to the declared state of emergency wherein social distancing measures have been imposed or recommended, this meeting is being held pursuant to AB 361.

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

The public has the opportunity to address Ventura County Medi-Cal Managed Care Commission (VCMCC) doing business as Gold Coast Health Plan (GCHP) on the agenda.

Persons wishing to address VCMCC are limited to three (3) minutes unless the Chair of the Commission extends time for good cause shown. Comments regarding items not on the agenda must be within the subject matter jurisdiction of the Commission.

Members of the public may call in, using the numbers above, or can submit public comments to the Committee via email by sending an email to ask@goldchp.org. If members of the public want to speak on a particular agenda item, please identify the agenda item number. Public comments submitted by email should be under 300 words.

CONSENT

- 1. Adopt a Resolution to Renew Resolution No. 2021-013, to Extend the Duration of Authority Empowered in the CEO to issue Emergency Regulations and Take Action Related to the Outbreak of Coronavirus (“COVID-19”).**

Staff: Scott Campbell, General Counsel

RECOMMENDATION: Adopt Resolution No. 2021-014 to extend the duration of authority empowered in the CEO through January 31, 2022.

- 2. Findings to Continue to Hold Remote Teleconference/Virtual Commission Meetings Pursuant to Assembly Bill 361.**

Staff: Scott Campbell, General Counsel

RECOMMENDATION: It is recommended that the Commission adopt the findings to continue to meet remotely.

FORMAL ACTION

- 3. Approval of an Employment Agreement for Nick Liguori to Serve as Chief Executive Officer and Approval of Expenditures for Additional Services for Health Management Associates.**

Staff: Scott Campbell, General Counsel

RECOMMENDATION: It is recommended that the Commission authorize:

1. The approval of the employment agreement between Gold Coast Health Plan and Nick Liguori so that Mr. Liguori can begin his term as Chief Executive Officer of the Gold Coast Health Plan effective February 1, 2022.
2. Authorize the CEO to spend up to \$100,000 in services from Health Management Associates during the time GCHP is without a COO and during the period of implementation of the CalAim initiative and resolution of Conduent performance issues.

STRATEGIC PLANNING SESSION

- 4. Strategic Plan Themes**
 - a. Landscape for 2022 – 2026**
 - b. Timeline of Major Medi-Cal Managed Care Program Changes with GCHP Impacts**

c. Policy and programmatic themes

- 5. Process for Strategic Planning, Budget and Quarterly Reporting**
- 6. Strategic Plan Overview**
- 7. Conclusion and Next Steps**

CLOSED SESSIONS

- 8. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case.
- 9. REPORT INVOLVING TRADE SECRET**
Discussion will concern: Proposed new service and program
Estimated date of public disclosure: Second half of 2024
- 10. PUBLIC EMPLOYEE APPOINTMENT**
Title: Chief Operating Officer

COMMENTS FROM COMMISSIONERS

ADJOURNMENT

Date and location of the next meeting to be determined at the December 16, 2021 meeting.

Administrative Reports relating to this agenda are available at 711 East Daily Drive, Suite #106, Camarillo, California, during normal business hours and on <http://goldcoasthealthplan.org>. Materials related to an agenda item submitted to the Commission after distribution of the agenda packet are available for public review during normal business hours at the office of the Clerk of the Commission.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact (805) 437-5512. Notification for accommodation must be made by the Monday prior to the meeting by 3 p.m. to enable the Clerk of the Commission to make reasonable arrangements for accessibility to this meeting.

AGENDA ITEM NO. 1

TO: Ventura County Medi-Cal Managed Care Commission

FROM: Scott Campbell, General Counsel

DATE: December 16, 2021

SUBJECT: Adopt a Resolution to Renew Resolution No. 2021-013, to Extend the Duration of Authority Empowered in the CEO to issue Emergency Regulations and Take Action Related to the Outbreak of Coronavirus (“COVID-19”)

SUMMARY:

Adopt Resolution No. 2021-014-to:

1. Extend the duration of authority granted to the CEO to issue emergency regulations and take action related to the outbreak of COVID-19.

BACKGROUND/DISCUSSION:

COVID-19, which originated in Wuhan City, Hubei Province, China in December 2019, has resulted in an outbreak of respiratory illness causing symptoms of fever, coughing, and shortness of breath. Reported cases of COVID-19 have ranged from very mild to severe, including illness resulting in death. To combat the spread of the disease Governor Newsom declared a State of Emergency on March 4, 2020. The State of Emergency adopted pursuant to the California Emergency Services Act, put into place additional resources and made directives meant to supplement local action in dealing with the crisis.

In the short period of time following the Governor’s proclamation, COVID-19 spread rapidly through California necessitating more stringent action. On March 19, 2020, Governor Newsom issued Executive Order N-33-20 (commonly known as “Safer at Home”) ordering all residents to stay at home to slow the spread of COVID-19, except as needed to maintain continuity of operation of the federal critical infrastructure sectors. The following day, the Ventura County Health Officer issued a County-wide “Stay Well at Home”, order, requiring all County residents to stay in their places of residence subject to certain exemptions set forth in the order.

Prompted by the increase of reported cases and deaths associated with COVID-19, the Commission adopted Resolution No. 2020-001 declaring a local emergency and empowering the Chief Executive Officer (“CEO”) with the authority to issue emergency rules and regulations to protect the health of Plan’s members, staff and providers. Specifically, section (2) of Resolution No. 2020-001 describes the emergency powers delegated to the CEO which include

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but are not limited to: entering into agreements on behalf of the Plan, making and implementing personnel or other decisions, to take all actions necessary to obtain Federal and State emergency assistance, and implement preventive measures to preserve Plan activities and protect the health of Plan's members, staff and providers.

Normally under Government Code Section 8630, the Commission must review the need for continuing the local emergency once every sixty (60) days until the local governing body terminates the local emergency. However, under Governor Newsom's March 4, 2020, State of Emergency proclamation, that 60 day time period in section 8630 is waived for the duration of the statewide emergency. Pursuant to Resolution No. 2020-001, the Plan's Local Emergency proclamation and emergency authority vested in the CEO expired on April 27, 2020.

On April 27, 2020, the Commission adopted Resolution No. 2020-002 to renew Resolution No. 2020-001 to: (1) reiterate and renew the Plan's declaration of a Local Emergency through the duration of the Governor's State of Emergency proclamation or when the Commission terminates its declaration of Local Emergency, whichever occurs last; and (2) to extend the duration of authority empowered in the CEO to issue emergency regulations and take action. Resolution No. 2020-002 expired on May 18, 2020.

On May 18, 2020, the Commission adopted Resolution No. 2020-003 to renew and reiterate the enumerated powers granted to the CEO in Resolution No. 2020-002 above, and to: (1) authorize the CEO, with the advice counsel, to implement a staggered return to work program for Plan personnel; and (2) extend the duration of authority empowered in the CEO to issue emergency regulations and take action. Resolution No. 2020-003 expired on June 22, 2020.

Since the adoption of Resolution No. 2020-003, the Commission has renewed and reiterated the emergency powers granted to the CEO on July 27, 2020, August 24, 2020, September 28, 2020, October 26, 2020, January 25, 2021, February 22, 2021, March 22, 2021, April 26, 2021, June 28, 2021, July 26, 2021, August 23, 2021, September 27, 2021 and more recently by adopting Resolution No. 2021-013 on October 25, 2021. Resolution No. 2021-013 expires today, December 16, 2021.

COVID-19 continues to present an imminent threat to the health and safety of Plan personnel. Although vaccines are now widely available, many people in the State and County are still not fully vaccinated and remain susceptible to infection. As of December 7, 2021, 68.6 % of the state's *eligible* population (persons over the age of 5) are *fully vaccinated*. Also, as of December 6, 2021, 70% of the County's *eligible* population (persons over the age of 5) are fully vaccinated. Although, vaccination rates are increasing, and the vaccine is now available to persons as young as five, the disease can still spread rapidly through person-to-person contact and those in close proximity. Further, more contagious variants of the disease are now present in the State and County, the most predominant of which continues to be the Delta variant. However, another "variant of concern"—the Omicron variant, which has spread rapidly through South Africa and which spurred President Biden's travel ban to several countries in that continent, has also been detected in California.

While the State's economy has reopened and an increasing amount of events that gather large groups of people have resumed, the COVID-19 pandemic continues to loom. State and local officials, including the public health community are continuing to enforce rules and regulations and explore ways to stymie the spread of the disease. An example of this is the FDA's

authorization of booster shots, emergency use authorization of the Pfizer vaccine for persons as young as five, and the growing number of public agencies from all levels of government and private businesses that are implementing COVID-19 vaccination mandates.

VCPH is strongly urging all County residents that are eligible but have not yet been fully vaccinated to get vaccinated as soon as possible. The County is aligned with the California Department of Public Health and the Center for Disease Control and Prevention guidance on mask wearing, which recommends that everyone regardless of vaccination status wear masks indoors. The County Public Health Officer recently issued a health officer order, extending its mask regulations until: (1) the County reached the moderate yellow tier, (2) COVID-19 hospitalizations in the County are low and stable in the judgment of the County Health Officer; and (3) 8 weeks have passed since a COVID-19 vaccine has been authorized for emergency use by federal and state authorities for 5 to 11 year olds or 80% of the County's total eligible population is fully vaccinated with two doses of Pfizer or Moderna or one dose of Johnson & Johnson; OR until the order is extended, rescinded or superseded by the County Health Officer. Additionally, State and County health officials are preparing for an anticipated winter-surge of COVID-19 cases that will likely commence in December and last through the winter months as it did last year. Unlike last year's winter surge however, there are no current plans for alternative COVID-19 care sites such as cots in convention centers. Thus, in the event of a winter surge, local hospital resources will be strained.

Additionally, Cal/OSHA released revised rules for workplaces, which became effective immediately pursuant to Executive Order N-09-21 issued by Governor Newsom on June 17, 2021. Among other updates, Cal/OSHA's revisions align with the latest guidance from CDPH based on guidelines issued by the CDC. The Plan's CEO and Human Resources Director are evaluating how this will impact the Plan's back to work plans and will provide an update to the Commission.

This resolution will continue to empower the CEO with the authority to issue orders and regulations necessary to prevent the further spread of the disease and protect the health and safety of Plan members and staff through January 31, 2022, the next regularly scheduled Commission meeting. The intent of this resolution is to balance the ability to continue the safe and efficient operations of the Plan during the global health pandemic. As State and County health orders evolve, the Plan's response should also evolve. Measures adopted to reduce the spread of COVID-19 amongst Commission staff may be rescinded when they are no longer needed in response to the pandemic. Pursuant to Resolution No. 2020-002, the Plan's Local Emergency proclamation shall remain effective through the duration of the Governor's State of Emergency proclamation or when the Commission terminates its declaration of Local Emergency, whichever occurs last.

FISCAL IMPACT:

None.

RECOMMENDATION:

1. Adopt Resolution No. 2021-014 to extend the duration of authority empowered in the CEO through January 31, 2022.

ATTACHMENT:

1. Resolution No. 2021-014.

RESOLUTION NO.2021-014

A RESOLUTION OF THE VENTURA COUNTY MEDICAL MANAGED CARE COMMISSION, DOING BUSINESS AS THE GOLD COAST HEALTH PLAN ("PLAN"), TO RENEW AND RESTATE RESOLUTION NO. 2021-013 TO EXTEND THE DURATION OF AUTHORITY EMPOWERED IN THE CHIEF EXECUTIVE OFFICER ("CEO") RELATED TO THE OUTBREAK OF CORONAVIRUS ("COVID-19")

WHEREAS, all recitals in the Commission's Resolution Nos. 2020-001, 2020-002 2020-03, 2020-004, 2020-005, 2020-006, 2020-007, 2021-001, 2021-002, 2021-003, 2021-004, 2021-005, 2021-009, 2021-010, 2021-011, 2021-12 and 2021-13 remain in effect and are incorporated herein by reference; and

WHEREAS, a severe acute respiratory illness caused by a novel (new) coronavirus, known as COVID-19, has spread globally and rapidly, resulting in severe illness and death around the world. The World Health Organization has described COVID-19 as a global pandemic; and

WHEREAS, on March 19, 2020, the Commission adopted Resolution No. 2020-001, proclaiming a local emergency pursuant to Government Code Sections 8630 and 8634, and empowered the CEO with the authority to issue rules and regulations to preserve Plan activities, protect the health and safety of its members staff and providers and prevent the further spread of COVID-19; and

WHEREAS, on April 27, 2020, the Commission adopted Resolution No. 2020-002 to: (1) renew and reiterate the declaration of a local emergency related to the outbreak of COVID-19 declared in Resolution No. 2020-001 to remain effective through the duration of the Governor's State of Emergency proclamation or when the Commission terminates its declaration of Local Emergency, whichever occurs last; and (2) to extend the duration of authority empowered in the CEO through Resolution No. 2020-001 to May 18, 2020; and

WHEREAS, on May 18, 2020, the Commission adopted Resolution No. 2020-003 to renew the authority first granted to the CEO in Resolution No. 2020-001 to June 22, 2020 and to authorize the CEO, with the advice counsel, to implement a staggered return to work program for Plan personnel; and

WHEREAS, since the adoption of Resolution No. 2020-003, the Commission has renewed and reiterated the emergency powers granted to the CEO on July 27, 2020, August 24, 2020, September 28, 2020, October 26, 2020, January 25, 2021, February 22, 2021, March 22, 2021, April 26, 2021, May 24, 2021, June 28, 2021, July 26, 2021, August 23, 2021, September 27, 2021, and more recently on October 25, 2021 by adopting Resolution No. 2021-013. Resolution No. 2021-013 expires today, December 16, 2021; and

WHEREAS, unless renewed by the Commission, the delegation of authority empowered in the CEO, pursuant to Resolution No. 2021-013 shall expire today, December 16, 2021; and

WHEREAS, this resolution will continue to empower the CEO with the authority to issue orders and regulations necessary to prevent the further spread of the disease and protect the

health and safety of Plan members and staff through January 31, 2022, the next regularly scheduled Commission meeting; and

WHEREAS, although vaccines are now widely available, many people in the State and County are still not fully vaccinated and remain susceptible to infection. Further, more contagious variants of the disease are now present in the State and County, the most predominant of which is the Delta variant. However another “variant of concern”—the Omicron variant which has spread rapidly through South Africa and which spurred President Biden’s travel ban to several countries in that continent, has been detected in California; and

WHEREAS, the imminent and proximate threat of introduction of COVID-19 in Commission staff workplaces continues to threaten the safety and health of Commission personnel; and

WHEREAS, under Article VIII of the Ventura County Medi-Cal Managed Care Commission aka Gold Coast Health Plan's (the “Plan's”) bylaws, the CEO is responsible for coordinating day to day activities of the Ventura County Organized Health System, including implementing and enforcing all policies and procedures and assure compliance with all applicable federal and state laws, rules and regulations; and

WHEREAS, California Welfare and Institutions Code section 14087.53(b) provides that all rights, powers, duties, privileges, and immunities of the County of Ventura are vested in the Plan's Commission; and

WHEREAS, California Government Code section 8630 permits the Plan's Commissioners, acting with the County of Ventura's powers, to declare the existence of a local emergency to protect and preserve the public welfare of Plan's members, staff and providers when they are affected or likely to be affected by a public calamity; and

WHEREAS, the Plan is a public entity pursuant to Welfare and Institutions Code section 14087.54 and as such, the Plan may empower the CEO with the authority under sections 8630 and 8634 to issue rules and regulations to prevent the spread of COVID-19 and preserve Plan activities and protect the health and safety of its members, staff and providers; and

NOW, THEREFORE, BE IT RESOLVED, by the Ventura County Medi-Cal Managed Care Commission as follows:

Section 1. Pursuant to California Government Code sections 8630 and 8634, the Commission adopted Resolution No. 2020-001 finding a local emergency exists caused by conditions or threatened conditions of COVID-19, which constitutes extreme peril to the health and safety of Plan's members, staff and providers.

Section 2. Resolution No. 2020-001 also empowered the CEO with the authority to furnish information, to promulgate orders and regulations necessary to provide for the protection of life and property pursuant to California Government Code sections 8630 and 8634, to enter into agreements, make and implement personnel or other decisions and to take all actions necessary to obtain Federal and State emergency assistance and to implement preventive measures and other actions necessary to preserve Plan activities and protect the health of Plan's members, staff and providers, including but not limited to the following:

- A. Arrange alternate "telework" accommodations to allow Plan staff to work from home or remotely, as deemed necessary by the CEO, to limit the transfer of the disease.
- B. Help alleviate hardship suffered by Plan staff related to emergency conditions associated with the continued spread of the disease such as acting on near-term policies relating to sick leave for Plan staff most vulnerable to a severe case of COVID-19.
- C. Address and implement expectations issued by the California Department of Health Care Services ("DHCS") and the Centers for Medicare & Medicaid Services ("CMS") regarding new obligations to combat the pandemic.
- D. Coordinate with Plan staff to realign job duties, priorities, and new or revised obligations issued by DHCS and CMS.
- E. Take such action as reasonable and necessary under the circumstances to ensure the continued provision of services to members while prioritizing the Plan's obligations pursuant to the agreement between DHCS and the Plan ("Medi-Cal Agreement").
- F. Enter in to such agreements on behalf of the Plan as necessary or desirable, with advice of legal counsel, to carry out all actions authorized by the Commission in the Resolution.
- G. Authorize the CEO to implement and take such action on behalf of the Plan as the CEO may determine to be necessary or desirable, with advice of legal counsel, to carry out all actions authorized by the Commission in this Resolution.

Section 3. In Resolution 2020-001, the Commission further ordered that:

- A. The Commission approves and ratifies the actions of the CEO and the Plan's staff heretofore taken which are in conformity with the intent and purposes of these resolutions.
- B. Resolution No. 2020-001 expired on April 27, 2020.

Section 4. On April 27, 2020, the Commission adopted Resolution No. 2020-002 to:

- A. Renew and reiterate the declaration of a local emergency related to the outbreak of COVID-19 to remain effective through the duration of the Governors' State of Emergency proclamation or when the Commission terminates its declaration of Local Emergency, whichever occurs last; and
- B. To extend the duration of authority empowered in the CEO to issue emergency regulations related to the COVID-19 outbreak to May 18, 2020.

Section 5. The Commission adopted Resolution No. 2020-003 on May 18, 2020, to renew and reiterate the authority granted to the CEO approved in Resolution No. 2020-002 and to adopt the following additional emergency measures:

A. In addition to the authority granted to the CEO in Section 2, to authorize the CEO, with the advice counsel, to implement a staggered return to work program for Plan personnel; and

B. Extend the authority granted to the CEO through June 22, 2020.

Section 6. Since the adoption of Resolution No. 2020-003, the Commission has renewed and reiterated the emergency powers granted to the CEO on July 27, 2020, August 24, 2020, September 28, 2020, October 26, 2020, January 25, 2021, February 22, 2021 March 22 2021, April 26, 2021, May 24, 2021 June 28, 2021, July 26, 2021, August 23, 2021, September 27, 2021 and more recently on October 25, 2021, by adopting Resolution No. 2021-013. Resolution No. 2021-013 expires today, December 16, 2021.

Section 7. The Commission now seeks to renew and reiterate the authority granted to the CEO approved in Resolution No. 2021-013 through January 31, 2022.

Section 8. Unless renewed by the Commission, the delegation of authority empowered in the CEO, pursuant to this Resolution shall expire on January 31, 2022.

PASSED, APPROVED AND ADOPTED by the Ventura County Medi-Cal Managed Care Commission at a regular meeting on the 16th day of December 2021, by the following vote:

AYE:

NAY:

ABSTAIN:

ABSENT:

Chair:

Attest:

Clerk of the Commission

AGENDA ITEM NO. 2

TO: Ventura County Medi-Cal Managed Care Commission

FROM: Scott Campbell, General Counsel

DATE: December 16, 2021

SUBJECT: Findings to Continue to Hold Remote Teleconference/Virtual Commission Meetings Pursuant to Assembly Bill 361

SUMMARY/RECOMMENDATION:

At its November 22, 2021, meeting, the Ventura County Medi-Cal Managed Care Commission (“Commission”) dba as Gold Coast Health Plan (“Plan”) made findings pursuant to Assembly Bill 361 to continue to meet remotely. To continue this practice, it is required, that the Commission determine that the COVID-19 state of emergency proclaimed by the Governor still exists and has been considered by the Commission in deciding to continue to have teleconference meetings and that state or local officials have imposed or recommended measures to promote social distancing in connection with COVID-19, and that as result of the COVID-19 emergency, meeting in person would present imminent risks to the health or safety of attendees. Because these findings must be made every thirty (30) days, the Commission will have to make these findings at its upcoming January 10, 2022, special Commission meeting and thirty (30) days thereafter.

BACKGROUND/DISCUSSION:

Traditionally, the Brown Act allows for teleconference or virtual meetings, provided that the physical locations of the legislative body’s members joining by teleconference are posted on the agenda, that those locations are open to the public and that a quorum of the members is located within its jurisdiction. Newly enacted AB 361 provides an exception to these procedures in order to allow for fully virtual meetings during proclaimed emergencies, including the COVID-19 pandemic.

Since March of 2020 and the issuance of Governor Newsom’s Executive Order N-29-20, which suspended portions of the Brown Act relating to teleconferencing, the Commission and the Plan’s Committees have had virtual meetings without having to post the location of the legislative body members attending virtually. Most public agencies have been holding public meetings using virtual platforms since this time. In June of 2021, Governor Newsom issued Executive Order N-08-21, which provided that the exceptions contained in EO N-29-20 would sunset on September 30, 2021.

On September 10, 2021, the Legislature adopted AB 361, which allows public agencies to hold fully virtual meetings under certain circumstances without the posting of the agenda from each location a legislative body member is attending. Governor Newsom signed the

bill into law on September 16, 2021. Because it contained an urgency provision, it took immediate effect.

Specific Findings Required under AB 361

Under AB 361, the Commission, can hold virtual meetings without providing notice of the Commissioner's teleconference location if the Commission makes the determination that there is a Governor-proclaimed state of emergency which the Commission will consider in their determination, and one of two secondary criteria listed below exists:

1. State or local officials have imposed or recommended measures to promote social distancing in connection with COVID-19; or
2. The Commission determines that requiring a meeting in person would present an imminent risk to the health or safety of attendees.

COVID-19 continues to present an imminent threat to the health and safety of Commission members, and its personnel, and the Governor's declaration of a COVID-19 emergency still exists. Although vaccines are now widely available, many people in the State and County are still not fully vaccinated and remain susceptible to infection. The disease can still spread rapidly through person-to-person contact and those in close proximity. Further, more contagious variants of the disease are now present in the State and County, the most predominant of which continues to be the Delta variant. However, another "variant of concern"—the Omicron variant, which has spread rapidly through South Africa and which spurred President Biden's travel ban to several countries in that continent, has also been detected in California. Additionally, several Commissioners attend meetings in medical facilities or offices, and allowing members of the public to attend meetings at these posted locations when they may not be vaccinated would pose a threat to the health or safety of attendees.

Re-Authorization is Required Within 30 Days

The Commission made the findings listed above at its October 25, 2021 Commission meeting and again during its November 22, 2021 Commission meeting. Consistent with the provisions of Government Code Section 54953(e), the findings must be made every 30 days "after teleconferencing for the first time" under AB 361. Thus, if the Commission desires to continue to meet remotely without having to post the location of each teleconference location, the Commission must again find that the COVID-19 emergency still exists and that one of the two following findings can be made: that state or local officials have imposed or recommended measures to promote social distancing in connection with COVID-19, or, that a result of the COVID-19 emergency, meeting in person would present imminent risks to the health or safety of attendees.

It is recommended that the Commission make these findings.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:

The Commission will have to follow the Brown Act provisions that existed prior to the COVID-19 pandemic.

FOLLOW UP ACTION:

That the Commission make the findings under AB 361 at its January 10, 2022 special Commission meeting.

ATTACHMENT:

None.

AGENDA ITEM NO. 3

TO: Ventura County Medi-Cal Managed Care Commission

FROM: Scott Campbell, General Counsel

DATE: December 16, 2021

SUBJECT: Approval of Employment Agreement for Nick Liguori to Serve as Chief Executive Officer and Approval of Expenditures for Additional Services from Health Management Associates (HMA)

SUMMARY:

Nick Liguori, Gold Coast Health Plan's ("GCHP's") Chief Operating Officer ("COO") has been selected as the new Chief Executive Office of GCHP, subject to Commission approval of an employment contract. Mr. Liguori would become CEO on February 1, 2022, the date that GCHP's contract with Health Management Associates ("HMA") expires. Given that GCHP is in the mist of several critical matters, (the Conduent conversion and implementation of CalAim), and the fact that the GCHP will be without a COO upon Mr. Liguori's employment as CEO, approval is also sought for extending the HMA contract to allow the current CEO Margaret Tatar and other HMA staff, to continue to provide services. Such additional services shall not exceed \$100,000 (one hundred thousand dollars) and shall be authorized and overseen by Mr. Liguori.

BACKGROUND/DISCUSSION:

Mr. Liguori currently serves as GCHP's COO. During the months of his service, the Commission has gained confidence in Mr. Liguori's abilities to successfully serve as CEO. Mr. Liguori has years of service in the health care field and will be on site to render services as CEO. The current CEO Margaret Tatar is contracted through HMA, and that contract expires January 31, 2022, hence the February 1, 2022 start date.

The terms of the contract are similar to prior contracts with GCHP CEOs. The contract is for 3 years with a salary of four hundred and fifteen thousand dollars (\$415,000). The salary is within the range authorized by the Commissioner and is in the mid range of salaries for similarly situated CEOs pursuant to recent salary surveys. The agreement does not include a COLA increase. There is a performance bonus of up to twenty percent (20%) based upon measures that will be established by the Commission within ninety (90) days.

The appointment of Mr. Liguori as CEO will leave the COO position vacant. The last search for a COO took approximately 1 year. Additionally, GCHP is in the midst of the implementation of new state mandated benefits through the CalAim program and is addressing difficulties with Conduent's performance resulting from a system conversion.

As such, it is recommended that the services of HMA be retained to help fill the gap due to the vacancy on the COO position as well as continuing to assist with the implementation of the CalAim and Conduent system conversion. It is recommended that the Commission allocate one hundred thousand dollars (\$100,000) to the CEO to utilize for HMA services during this period of transition and new program implementations. Use of the HMA services would be at the discretion of the CEO. If additional HMA resources are needed, the CEO would return to the Commission for additional authorization.

RECOMMENDATION:

It is recommended that the Commission authorize:

1. The approval of the employment agreement between Gold Coast Health Plan and Nick Liguori so that Mr. Liguori can begin his term as Chief Executive Officer of the Gold Coast Health Plan effective February 1, 2022.
2. Authorize the CEO to spend up to \$100,000 in services from Health Management Associates during the time GCHP is without a COO and during the period of implementation of the CalAim initiative and resolution of Conduent performance issues.

ATTACHMENTS:

1. Exhibit A- Employment Agreement

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into between the VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION, DOING BUSINESS AS, GOLD COAST HEALTH PLAN, a public entity (“GCHP”) and Nick Liguori (“EMPLOYEE”) (collectively, “the Parties”). It is effective on the latest date of execution set forth below.

RECITALS

A. GCHP is authorized to employ a Chief Executive Officer pursuant to its adopted Bylaws, Article VIII.

B. GCHP desires to continue to employ EMPLOYEE as Chief Executive Officer of GCHP (CEO), and EMPLOYEE accepts such employment, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above referenced recitals which are incorporated herein by reference, term, conditions, covenants and promises set forth below, the parties agree as follows:

SECTION 1. NATURE AND SCOPE OF EMPLOYMENT

EMPLOYEE expressly acknowledges and agrees that he is an exempt management employee who serves at the will and pleasure of the GCHP’s Commission, that he has no property interest in his GCHP employment, and that he may be terminated with or without cause at any time.

EMPLOYEE shall function as GCHP’s CEO. His duties shall include those duties and responsibilities: (A) in the job description attached as **Exhibit “A”**; (B) in the GCHP formation ordinance, Bylaws and delineation of authority document (which is attached as **Exhibit B**), which collectively include, but are not limited to supervision of GCHP’s facilities, operations, programs, projects, financial affairs, personnel and planning; and (C) involved in implementing GCHP policies, Commission directives, and other duties as the Commission may, from time to time,

assign to EMPLOYEE. The Commission may use any or all such duties and responsibilities in evaluating EMPLOYEE's performance. Further, at all times during his employment, EMPLOYEE shall devote his full-time time, energies and loyalty to GCHP, and comply with all policies, procedures and directives of GCHP and the Commission.

SECTION 2. TERM OF AGREEMENT; DATE EMPLOYMENT BEGINS

The term of this Agreement shall be three (3) years commencing on the Effective Date and terminating on January 31, 2025 unless terminated earlier, with or without cause as provided in Section 7. This Term may be extended by mutual written agreement in an addendum to this Agreement. Unless otherwise provided for by a subsequent written agreement between the Parties, the terms and conditions of this Agreement shall apply to any extended Term of this Agreement. Nothing herein, however, shall be construed as requiring either party to ultimately agree to such extension of the Agreement or a new employment agreement. GCHP agrees to begin considering whether to extend the Agreement on or about August 1, 2024, and to notify EMPLOYEE of its position as soon thereafter as practicable, but not later than December 1, 2024.

EMPLOYEE's first working day at GCHP as CEO shall be February 1, 2022.

SECTION 3. COMPENSATION

(A) Salary. Commencing on the effective date of this Agreement, GCHP shall pay to EMPLOYEE an annual gross salary of four hundred fifteen thousand dollars (\$415,000.00), which shall be subject to all applicable payroll taxes and withholdings. On February 1, 2023 and on an annual basis thereafter, EMPLOYEE shall also be entitled to be eligible for an incentive plan up to 20% of annual salary should EMPLOYEE meet established goals of the incentive plan set by the Commission of GCHP. The goals and thresholds of the incentive plan shall be developed among the Commission of GCHP and the EMPLOYEE within 90 days of the Effective Date of this Agreement. Whether the goals and threshold of the incentive plan are achieved to the satisfaction of the Commission, and whether or not to provide any amount under the incentive plan is within the sole discretion of the Commission and its decision shall be final.

(B) Payment of Salary. Salary shall be paid to EMPLOYEE on a pro rata basis according to the same pay periods utilized for other GCHP employees.

(C) Modification of Contract Terms. At any time during the term of this Agreement, either party may request, and the parties shall then discuss (with no obligation on the parties, however, to reach mutual agreement) proposed modification of the terms and conditions herein.

(D) Reimbursement of Job-Related Expenses. GCHP shall reimburse EMPLOYEE for ordinary and necessary job-related expenses incurred on behalf of GCHP in accordance with GCHP policy and applicable law. EMPLOYEE shall not receive mileage for travel to and from GCHP office to his residence. Consistent with GCHP's travel policy, GCHP shall pay or otherwise reimburse EMPLOYEE for the costs of necessary meetings and functions EMPLOYEE attends on GCHP's behalf, including transportation, registration, meals and hotel accommodations. EMPLOYEE shall provide appropriate receipts to GCHP for any expense reimbursements.

SECTION 4. HOURS OF WORK; CONFLICTS OF INTEREST

During the term of this Agreement, EMPLOYEE shall devote appropriate and sufficient time, ability and attention to the services he is to perform for GCHP. It is generally intended that EMPLOYEE shall perform services on behalf of GCHP during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), evening meetings, and at other times as necessary in the performance of his duties. The parties acknowledge and agree that some services to be performed for GCHP may necessitate EMPLOYEE being away from GCHP's facilities, e.g., representing GCHP in meetings with other health plans, with local, state and federal agencies, and with professional organizations and associations. To avoid any actual or potential conflicts of interest, EMPLOYEE shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, that competes with the business of GCHP or interferes with the performance of his duties hereunder while employed by GCHP. Employee shall comply with all laws and GCHP policies governing conflicts of interest, including those concerning the acceptance and reporting of gifts

and business transactions. Employee shall adhere to the highest ethical standards and avoid even the appearance of impropriety in the conduct of GCHP business, including his dealings with contractors, vendors and customers of GCHP, as well as in his private life to the extent his activities may reflect on the GCHP.

SECTION 5. EMPLOYEE BENEFITS

(A) Employee Benefits. Unless otherwise specified herein, throughout the term of this Agreement, EMPLOYEE shall be entitled to receive the same employee benefits (including health insurance, dental, vision, long-term disability and life insurance benefits) as other GCHP management employees.

(B) Vacation. EMPLOYEE shall be entitled to receive fifteen (15) days annual paid vacation, to be accrued and paid consistent with GCHP's policy on vacation.

(C) Administrative Leave. EMPLOYEE is entitled to two (2) days administrative leave as permitted by the adopted personnel rules.

(D) Sick Leave. EMPLOYEE is entitled to twelve (12) days annually, to be accrued and paid consistent with GCHP's policy on sick leave.

(E) Retirement Compensation. EMPLOYEE shall receive retirement benefits as provided in the GCHP Personnel Rules. As of the drafting of this Agreement, GCHP contributes ten percent (10%) of salary on an employee's behalf through the existing 401(a) plan, and an employee may elect to defer compensation through the 457 plan (no employer match).

SECTION 6. PERFORMANCE EVALUATION

The Commission shall evaluate and review EMPLOYEE' job performance on an annual basis beginning approximately February 1, 2023. Evaluations of the EMPLOYEE's performance may be conducted, however, at any time and more often than on an annual basis, at the discretion of the Commission. The evaluations shall be based upon the EMPLOYEE's job description and the mutually agreed-upon performance goals, objectives, and standards set by the Commission and EMPLOYEE. Unless otherwise directed by the Commission, performance evaluations shall be

separate from salary reviews. At evaluation sessions, the Commission may discuss any performance goals, objectives and standards which EMPLOYEE is not meeting, and the Commission may establish other and new reasonable performance goals, objectives and standards that EMPLOYEE may be required to meet by EMPLOYEE's next evaluation date. Failure to meet such performance goals, objectives or standards shall be a basis for the Commission to consider termination for cause. The judgment of EMPLOYEE's job performance shall be at the sole discretion of the Commission and shall be final. It shall be the EMPLOYEE's responsibility to place performance evaluation sessions, on an annual basis, on the Commission's agenda.

SECTION 7. TERMINATION OF EMPLOYMENT

(A) This Agreement shall terminate automatically and immediately upon EMPLOYEE's death. Further, GCHP may in its discretion, and as authorized by law, terminate this Agreement if EMPLOYEE is permanently disabled. EMPLOYEE shall be considered to be permanently disabled under this paragraph if he is unable to perform his duties as set forth in this Agreement or as established by GCHP from time to time by reason of illness or disability for a continuous period of ninety (90) days.

(B) This Agreement may be terminated at any time by GCHP in its sole discretion for cause by giving written notice of termination to EMPLOYEE. The phrase "for cause" shall include, but not be limited to, conduct whereby the EMPLOYEE: (1) willfully breaches or habitually neglects the duties that he is required to perform under the terms of this Agreement; (2) inadequately performs his assigned duties, i.e. fails to meet performance goals, objectives or standards, fails to implement Commission requests, or otherwise is evaluated as unsatisfactory pursuant to Section 6; or (3) is convicted of a felony; or (4) commits acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.

(C) This Agreement may be terminated at any time by GCHP in its sole discretion without cause, upon written notice thereof communicated to EMPLOYEE. EMPLOYEE agrees that, in such event, he shall be entitled only to the compensation set forth in Section 8b.

(D) EMPLOYEE may terminate this Agreement at any time upon thirty (30) days prior written notice to GCHP. If EMPLOYEE terminates this Agreement, he shall not be entitled to receive any compensation for services to GCHP after the thirty (30) day notice period, or upon his cessation of work for GCHP, whichever is sooner.

SECTION 8. PAYMENT UPON TERMINATION

(A) If this Agreement terminates due to EMPLOYEE's death, if GCHP terminates EMPLOYEE's employment for cause, or if the Agreement term expires on its own terms, EMPLOYEE shall receive no further compensation or benefits after the date of termination, other than such compensation as may be accrued but unpaid as of such date, or as otherwise required by law. If Employee contests the "cause for termination," Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause for termination." If the court determines there was not substantial evidence, Employee shall be eligible to receive the severance pay provided in this section, but no other damages or litigation expenses.

(B) If GCHP terminates EMPLOYEE's employment without cause, EMPLOYEE shall be paid for any accrued, but unused, vacation leave and/or administrative leave, and shall be eligible, subject to the conditions and requirements of this section, to receive a severance amount equal to his monthly salary, less any payroll taxes or withholdings required by law, multiplied by the number of months left on the unexpired term of this agreement; except that in no event shall such severance amount exceed six (6) months. However, in the event the State of California no longer permits GCHP to operate, of the maximum severance amount for which EMPLOYEE shall be eligible shall be three (3) months, subject to the conditions above. Employee's eligibility for any severance payment under this paragraph is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against GCHP and all GCHP employees/officials, and (ii) a covenant not to sue the GCHP or any GCHP employees/officials. No severance pay shall be paid until the foregoing conditions are met and any applicable revocation rights have expired. Any severance amount owed shall be payable in regular

increments in conjunction with GCHP’s regular payroll cycle. However, GCHP’s severance obligation shall end, and severance payments shall cease immediately, upon EMPLOYEE commencing new employment, which EMPLOYEE shall diligently seek. EMPLOYEE must notify the GCHP Commission in writing immediately upon accepting such new employment.

This Section 8.b. shall be construed and interpreted in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code.

(C) For purposes of this Section 8, the “date of termination” shall mean the date GCHP communicates notice of employment termination to EMPLOYEE, unless otherwise specified in such notice.

SECTION 9. OWNERSHIP OF MATERIALS, CONFIDENTIALITY

Upon termination of this Agreement, EMPLOYEE agrees to deliver to GCHP all equipment, materials, documents and other property belonging to GCHP. EMPLOYEE also agrees to maintain the confidentiality of information related to the GCHP obtained during the term of his employment and thereafter, to the extent permitted by law.

SECTION 10. INDEMNIFICATION

GCHP shall indemnify EMPLOYEE in accordance with the provisions of the California Labor Code and the California Government Claims Act (Gov’t Code §§ 810 *et seq.*).

SECTION 11. NOTICES

(A) Any notices to be given under this Agreement by either party to the other shall be in writing and may be transmitted by personal delivery or mailed by overnight delivery service (e.g. FedEx, Golden State Overnight, etc.) that is subject to tracking and delivery confirmation. Mailed notices shall be addressed as follows:

If to GCHP: GOLD COAST HEALTH PLAN
Attention: Chair of Commission
711 Daily Drive, Ste. 106
Camarillo, CA 93010-6082

With a Copy to:

BEST BEST & KRIEGER LLP
Attention: Scott Campbell
300 South Grand Avenue, 25th Floor
Los Angeles, CA 90071

If to EMPLOYEE:

Nick Liguori
[address]
[address]

(B) Each party may change that party's address by written notice delivered in accordance with this paragraph.

(C) Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

SECTION 12. MODIFICATION

This Agreement may not be modified or amended in any way unless such modification or amendment is in writing and signed by EMPLOYEE and GCHP.

SECTION 13. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, and including any prior employment contracts or offer letters, between the parties hereto with respect to the employment of EMPLOYEE by GCHP, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

SECTION 14. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising out of this Agreement shall be venued in Superior Court in Ventura County, California.

SECTION 16. DEATH OF EMPLOYEE

If EMPLOYEE dies prior to the expiration of the term of his employment, any sums that may be due him by GCHP under this Agreement as of the date of death shall be paid to EMPLOYEE's executors, administrators, heirs, or legal representatives.

SECTION 17. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legatees, representatives and successors.

SECTION 18. RECITALS

The recitals are incorporated herein as if set forth in full.

SECTION 19. ACKNOWLEDGMENT

EMPLOYEE acknowledges that he has carefully read this Agreement and understands its contents; that he has been given the opportunity to consult with an attorney of his choice regarding this Agreement; that he has had sufficient time to review this Agreement; that he is executing this Agreement knowingly and voluntarily, without any coercion or duress; and that he has not relied on any representations or promises of any kind made to him in connection with his decision to execute this Agreement, except for those set forth herein.

SECTION 20. COMPLIANCE WITH GOVERNMENT CODE §§53243 ET SEQ.

If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(A) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse GCHP for such amounts paid;

(B) if GCHP pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse GCHP such amounts paid; and

(C) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from GCHP shall be fully reimbursed to GCHP or void if not yet paid to Employee.

For this subsection, “abuse of office or position” means either (1) an abuse of public authority, including but not limited to waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including, but not limited to a crime, described in Title 5 (commencing with Section 67, Title 6 (commencing with Section 85, or Title 7 (commencing with Section 92) of Part 1 of the Penal Code, as these statutes may, from time to time, be amended.

SECTION 21. NON-ASSIGNMENT

This is an agreement for personal services and may not be assigned by EMPLOYEE to any third party.

SECTION 22. COUNTERPARTS

The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

Executed at Camarillo, California, as of the date set forth below.

DATE: _____

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

By: _____
Chair

DATE: _____

“EMPLOYEE”

Nick Liguori

ATTEST:

Secretary, Commission

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
Attorneys for Ventura County Medi-Cal Managed Care Commission dba
Gold Coast Health Plan

By: _____
Scott H. Campbell



AGENDA ITEM NO. 4

TO: Ventura County Medi-Cal Managed Care Commission
FROM: Marlen Torres, Executive Director, Strategy & External Affairs
DATE: December 16, 2021
SUBJECT: Strategic Plan

**PowerPoint with
Verbal Presentation**

ATTACHMENTS:

STRATEGIC PLAN



Welcome to the Strategic Planning Retreat



DECEMBER 16, 2021

Overview

1. Strategic Plan Themes
 - a. Landscape for 2022-26
 - b. Major Medi-Cal Managed Care Program Changes
 - i. Timelines
 - ii. GCHP Impacts
 - c. Policy and programmatic themes
2. Process for
 - a. Strategic Planning
 - b. Budget
 - c. Quarterly Reporting
3. Strategic Plan Overview
4. Conclusion and Next Steps

1. Strategic Plan Themes

Landscape: Key Drivers

YEAR	2021	2022	2023	2024	2025	2026
CLIMATE ↓						
COVID + world view	Vaccine Q1-2	1. Likely sustained period of low real interest rates 2. Fiscal space for governments to mitigate consequences of pandemic				
COVID + US economy	Vaccine Q1-2	1. Likely sustained low interest rates 2. Long term labor market impacts yet to be determined				
US Federal	Biden Administration 2021-25	1. Biden will promote diversity and civil rights 2. ACA challenge before SCOTUS - was upheld 3. Biden will be strong supporter of Medicaid and Medicare 4. Biden's CMS will likely respond favorably to CA's waiver	★			Presidential Term 2025-29
CA State	Gov. Newsom Term 2019-23	New Gubernatorial Term 2023-27				
	Length and severity of pandemic, along with efficacy of stimulus, will drive CA's revenue future.					
	Waiver Ext.	Anticipated New Five-Year Waiver Term 2021-26			★	
	Commercial MCO RFP	Re-procurement + readiness review for commercial MCOs			New contract terms for all MCOs, reflective of new Waiver and new State requirements	★

Key Takeaways:

1. Federal policy will be critical over next decade re: stimulus policy, entitlement policy, civil rights
2. Medi-Cal policy will be a function of several waivers Governor Newsom negotiates for 2021-26
3. Medi-Cal enrollment will stay at elevated levels for near term
4. Expectations for Medi-Cal plans re: improved outcomes, elimination of bias, and efficiency **will grow**

Timeline of Major Medi-Cal Managed Care Program Changes with GCHP Impacts

01/2022	07/2022	01/2023	01/2024	01/2025	01/2026	01/2027
<p>1. ECM/CS Benefits go live Phase 1</p> <p>2. Community Supports (Housing Suite, Respite Care, Medically Tailored Meals)</p> <p>3. Implement CalAIM Incentives</p> <p>4. Medi-Cal Rx Go-Live</p> <p>5. MSSP Carved Out</p> <p>6. Student Behavioral Health Incentive Program Gap Analysis</p> <p>7. HCBS Housing and Homeless Incentive Program</p> <p>8. Enterprise Data Warehouse Phase 1</p> <p>9. HIE Phase 1 Interoperability Phase 1</p> <p>10. Enterprise Data Warehouse Phase 3</p> <p>11. HIE Phase 3 Interoperability Phase 3</p>	<p>1. New Benefits Go Live: Douglas, Community Health Workers, Dyadic Care</p> <p>2. ECM Phase 2</p> <p>3. Community Supports Phase 2</p> <p>4. Support financial analysis related to Knox-Keene Licensing</p> <p>5. Implement Standardized Mental Health Screening and Transition Tools and No Wrong Door proposal</p> <p>6. Enterprise Data Warehouse Phase 2</p> <p>7. HIE Phase 2 Interoperability Phase 2</p> <p>9. Master Data Management Strategy</p>	<p>1. Population Health Management Go Live ECM Phase 3</p> <p>3. LTC Carved In CCI Transition to D-SNPs</p> <p>5. Mandatory managed care enrollment for DUALS</p> <p>6. Become Knox-Keene Licensed</p> <p>7. DMHC as a new regulator</p> <p>8. Begin reporting Quality and Equity measures identified by DMHC</p> <p>9. NCQA RFP and PBM Contract</p> <p>10. Enterprise Data Warehouse Phase 3</p> <p>11. HIE Phase 3</p> <p>12. Interoperability Phase 3</p>	<p>1. Full Implementation of regional rates</p> <p>2. New DHCS Contract Terms</p> <p>3. Data Exchange between entities outlined in AB 133</p> <p>4. Enterprise Data Warehouse Phase 4</p> <p>5. HIE Phase 4</p> <p>6. Interoperability Phase 4</p>	<p>1. NCQA accreditation would be required of all Medi-Cal Managed Care Plans.</p>	<p>1. All Medi-Cal Managed Care Plans will be required to operate a D-SNP.</p>	<p>1. Selected plans would integrate physical health, behavioral health, and oral health under one contracted entity. DHCS will conduct extensive stakeholder engagement and administrative review.</p> <p>2. NCQA LTSS Distinction Survey</p>

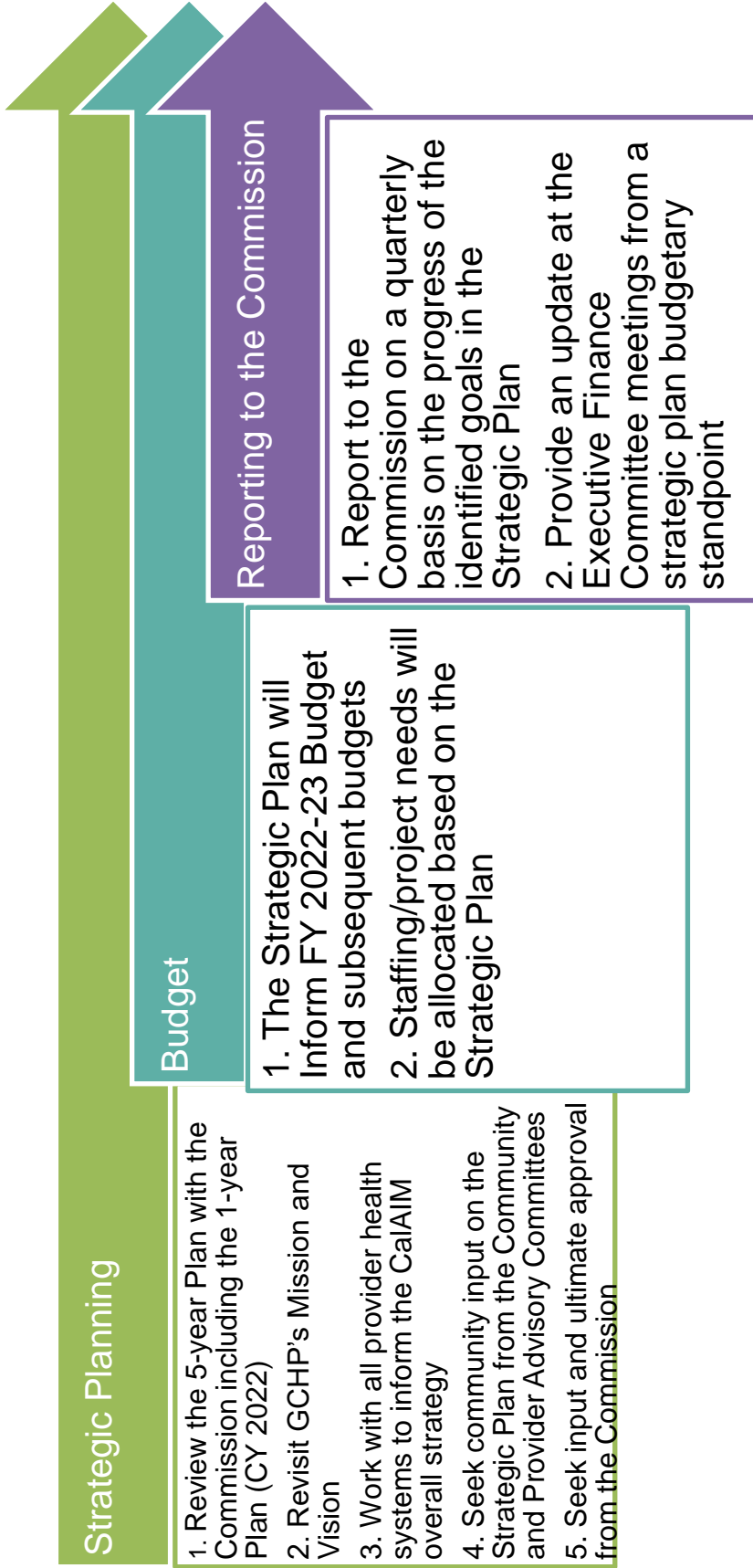
*ITEMS IN BOLD DO NOT APPLY TO GCHP.

Strategic Plan Themes: Policy and Programmatic Issues

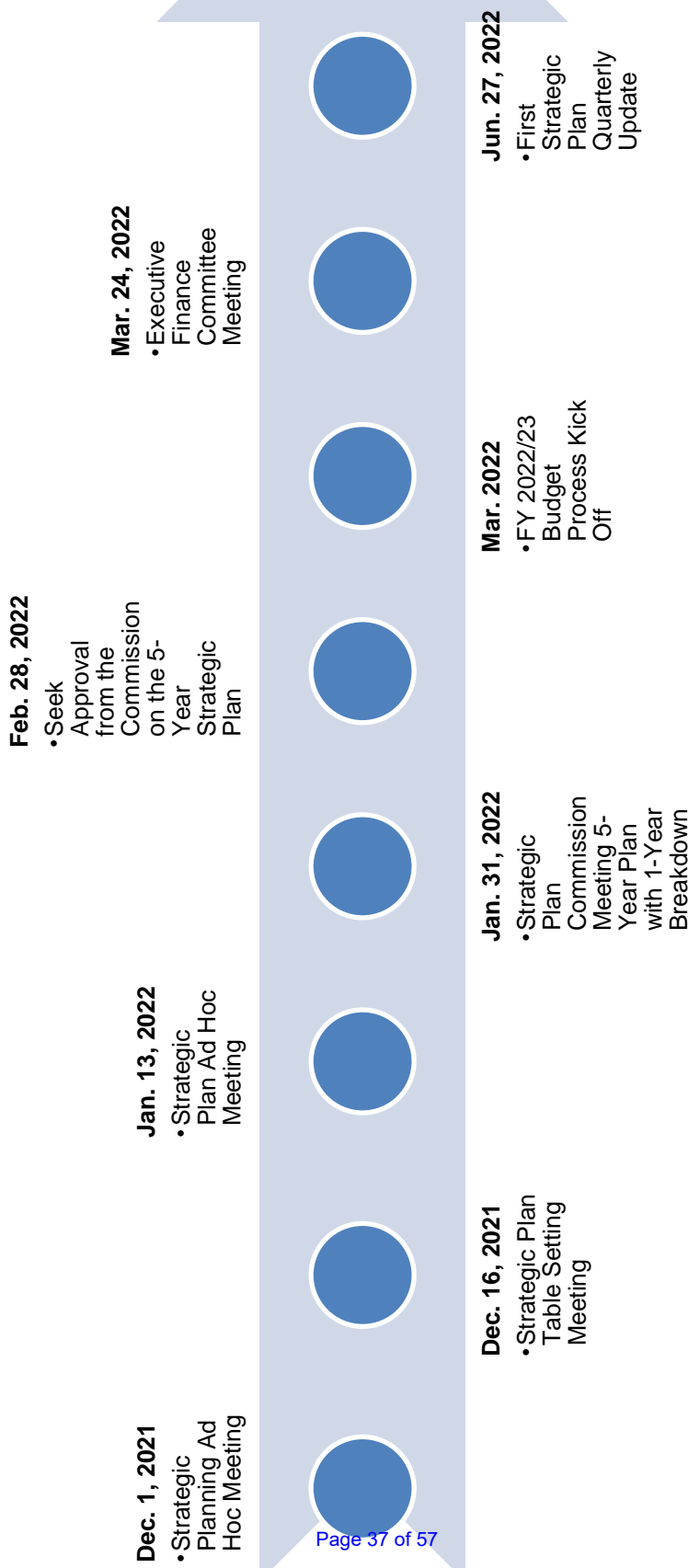
	GCHP Current State 2021	CaAIM Vision for Medi-Cal MCOs	Implications for GCHP
Plan type + history	<ol style="list-style-type: none"> 10 years post go-live in 2011 Single line of business: Medi-Cal MCO No Medicare experience Not Knox-Keene licensed GCHP has a Chief Diversity Officer 	<ol style="list-style-type: none"> Will become Knox-Keene licensed Will become NCQA accredited Will become Medicare D-SNP plan Will manage more risk subject to DMHC Will promote Diversity, Equity, Inclusion 	<ol style="list-style-type: none"> Regulated by two entities: DHCS and DMHC Standing up a new line of business in coordination with CMS requirements and reporting Continued efficacy of CDO role and maturation of DEI work at GCHP Strengthen internal controls because of new regulators Need diverse staff to abide by new requirements
Financial	<ol style="list-style-type: none"> Two periods of insolvency risk in 10 years 2023-24: Anticipated restoration of reserve levels 	<ol style="list-style-type: none"> Will be subject to DMHC Will have to prepare for Medicare D-SNP Regional Rates 	<ol style="list-style-type: none"> Maintain adherence to Solvency Action Plan Support financial analysis and modeling relating to Knox-Keene licensure and application Conduct financial analysis and forecasting to maximize CaAIM incentive funding Conduct financial analysis/forecasting relating to MA D-SNP
Operational	<ol style="list-style-type: none"> 2011-21: Operationally reliant on external PSO 2022: Concluded system conversion from IKA-HSP 	<ol style="list-style-type: none"> Will have to ensure operational readiness for CaAIM Will have to secure Knox-Keene licensure Will have to begin NCQA readiness Will have to ensure operational readiness for MA D-SNP 	<ol style="list-style-type: none"> Support a Data Modernization Strategy, HIE, CIE Develop ECM and CS contracting model Develop D-SNP Provider contracting strategy Develop D-SNP marketing strategy Conduct needs assessment of Medicare beneficiaries
Benefits and services	<ol style="list-style-type: none"> No experience in Health Home Program implementation No experience in managing incentive payment milestones No experience in housing and homelessness services 	<ol style="list-style-type: none"> Will have to manage ECM/CS benefits Will have to establish milestones to receive incentive payments to build ECM/CS capacity to promote DEI Will have to manage and earn funding related to housing incentive payments to promote DEI 	<ol style="list-style-type: none"> Need to develop contracting model for CHWs and Doulas Need to ensure operational readiness for implementation of new benefits Need to ensure non-duplication of services Develop member/community engagement strategy

2. Process

Process



Strategic Plan Approval Process, Budget Correlation, and Reporting Timeline



3. Strategic Plan Overview

Financial Strategy: 2022-26

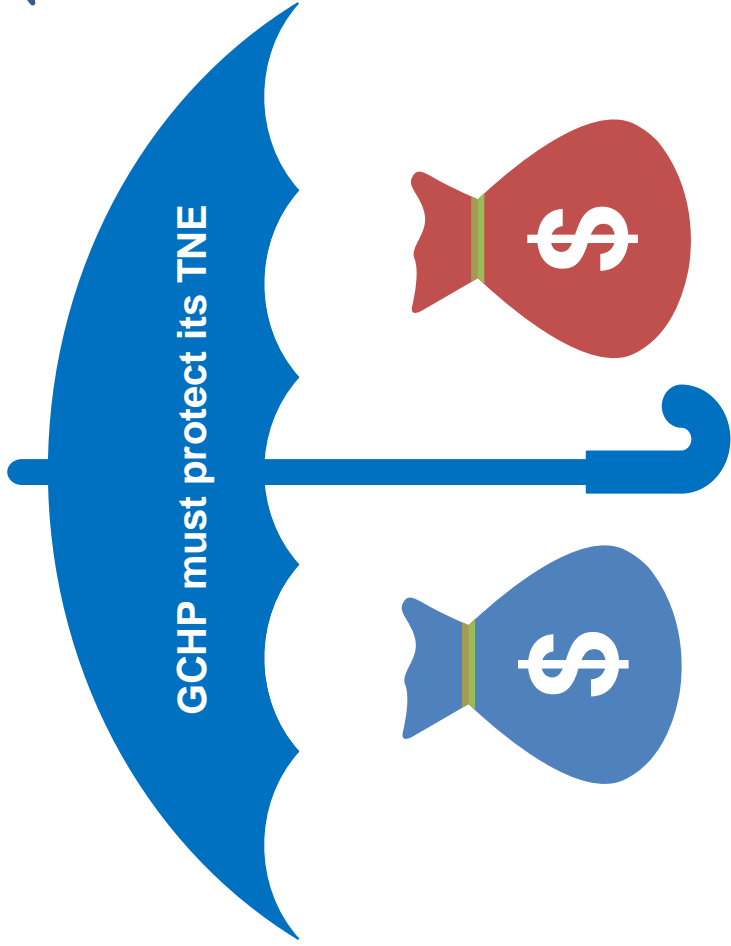
New Programs; new risks

Pent up demand from provider community for rate increases

Critical need to invest in people, processes, and technology

New regulators

Revenue uncertainty



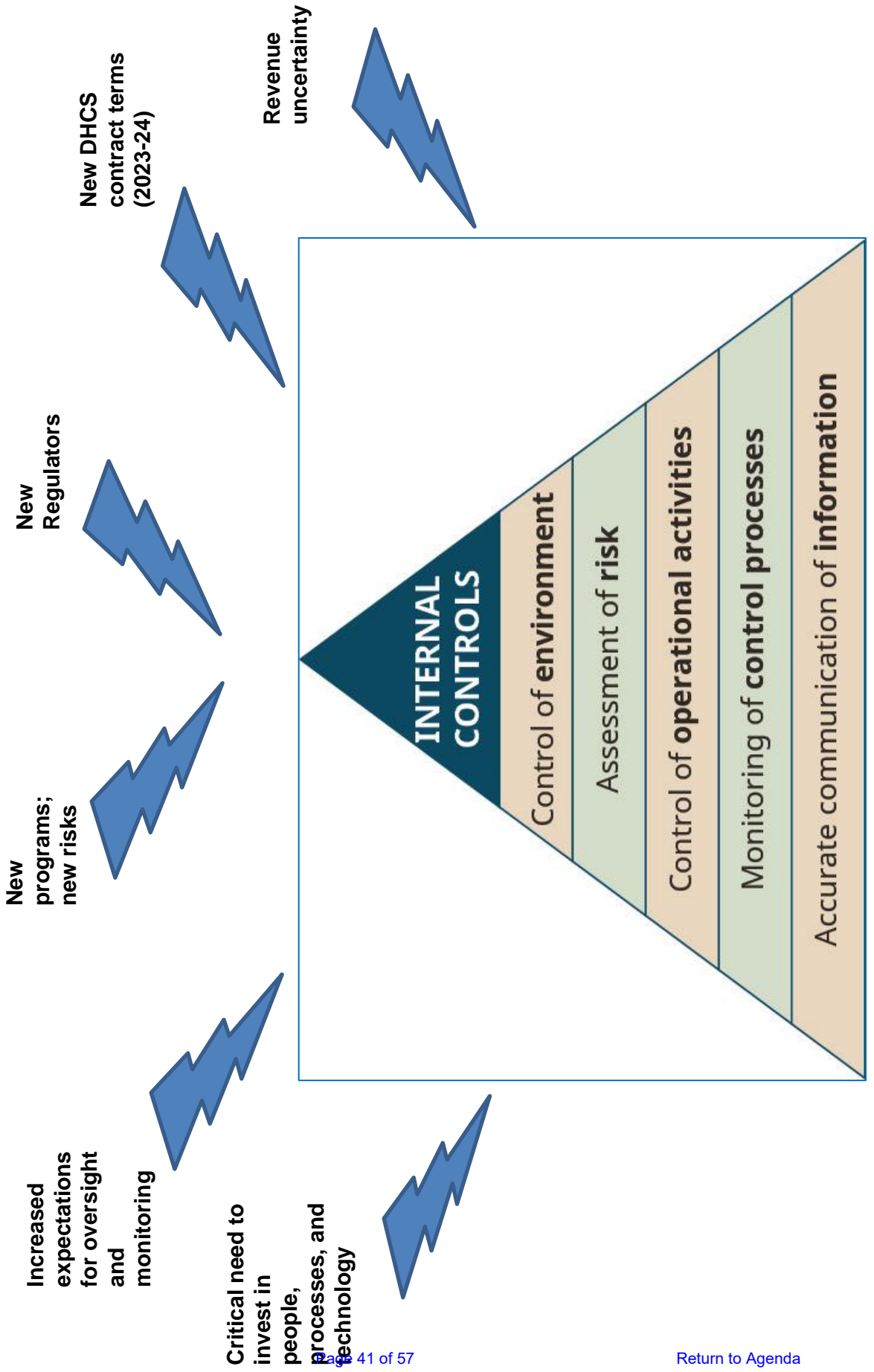
Financial Risk – Mitigation Strategies:

1. Maximize available incentives
2. Comprehensive financial analysis and forecasting
3. Continued development of internal controls
4. Strategic investment
5. Oversight and monitoring of new programs

Strategic Plan Overview: Finance

Milestones					
Plan Area	2022	2023	2024	2025	2026
Financial	Maintain adherence to Solvency Action Plan (SAP) PCP Rate Analysis/Rebasing	Achieve Commission-approved TNE levels			
	Support financial analysis and modeling relating to Knox-Keene licensure and application	Manage new risk(s) relating to Knox-Keene licensure and DMHC reporting			
	Conduct financial analysis and forecasting to maximize CalAIM incentive funding; conduct oversight				
	Conduct financial analysis/forecasting relating to MA D-SNP; work with the GCHP leaders to evaluate the D-SNP delivery system model and the D-SNP staffing model	Support strategic investments and building of internal controls for D-SNP		Oversee and monitor financial investment to launch D-SNP	
	Participate in the overall evaluation of the AHP-GCHP pilot				

Compliance Strategy: 2022-26

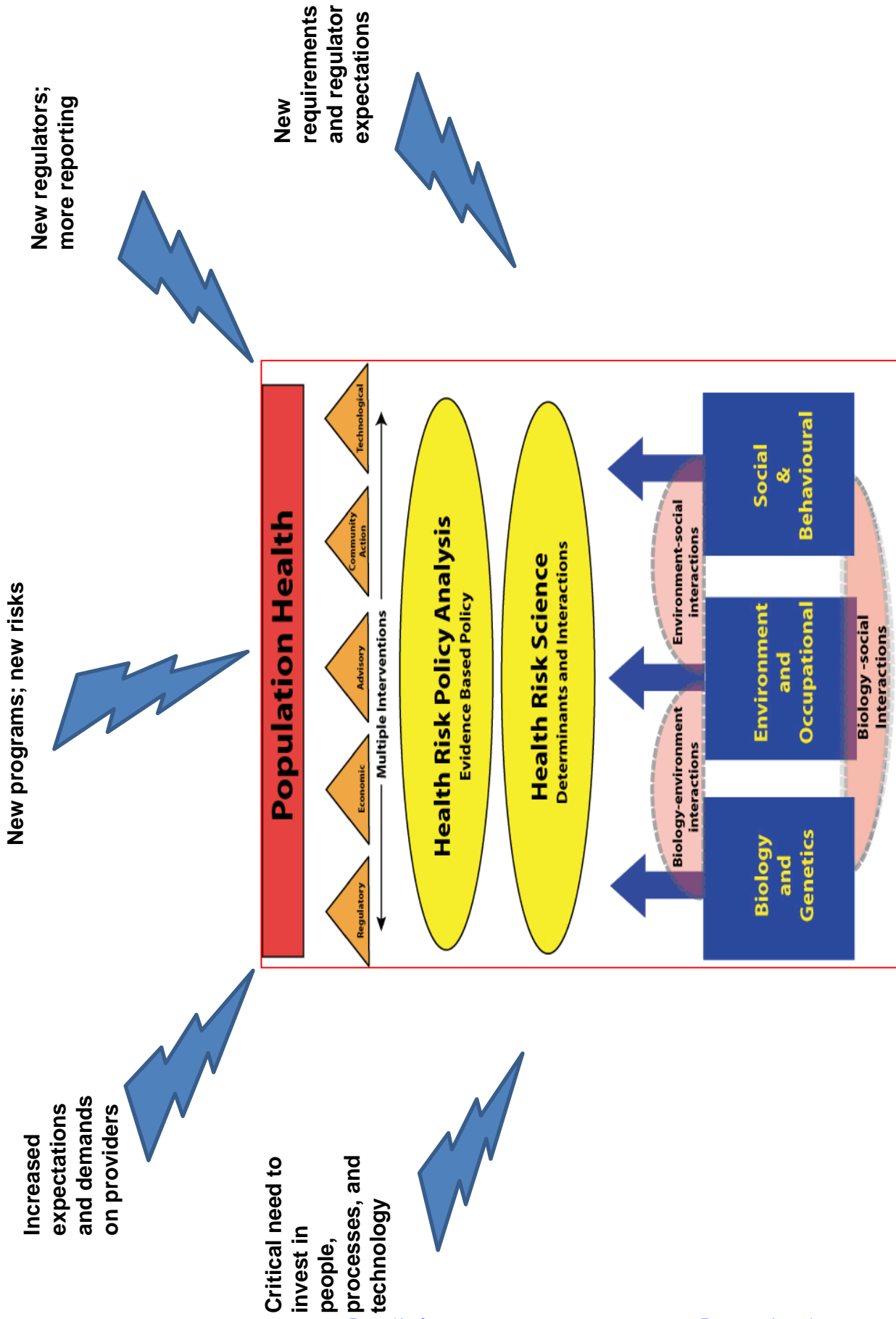


Strategic Plan Overview: Compliance

Plan Area	Milestones			
	2022	2023	2024	2025
Compliance	Commence, maintain, and report on internal audits to Commission and CEO; manage all resulting CAPs and enforcement action(s)			
	Submit Knox-Keene application	Secure Knox-Keene licensure	Maintain Knox-Keene licensure	
	Establish Staffing Model D-SNP	Submit Notice of Intent to Apply D-SNP	Submit D-SNP application, bid, formulary	D-SNP Go-Live
	Determination of contractor and staffing models defined for D-SNP	Release contractor(s) RFPs for D-SNP and ultimately select: 1. Consultant 2. PBM 3. Actuary 4. MTM 5. Claims	Conduct all necessary staff training for MA D-SNP readiness	Conduct data validation
	Determine staffing model(s) necessary for D-SNP management		Finalize internal staffing models and requisite JDs	
Participate in the overall evaluation of the AHP-GCHP plan-to-plan pilot				

2026

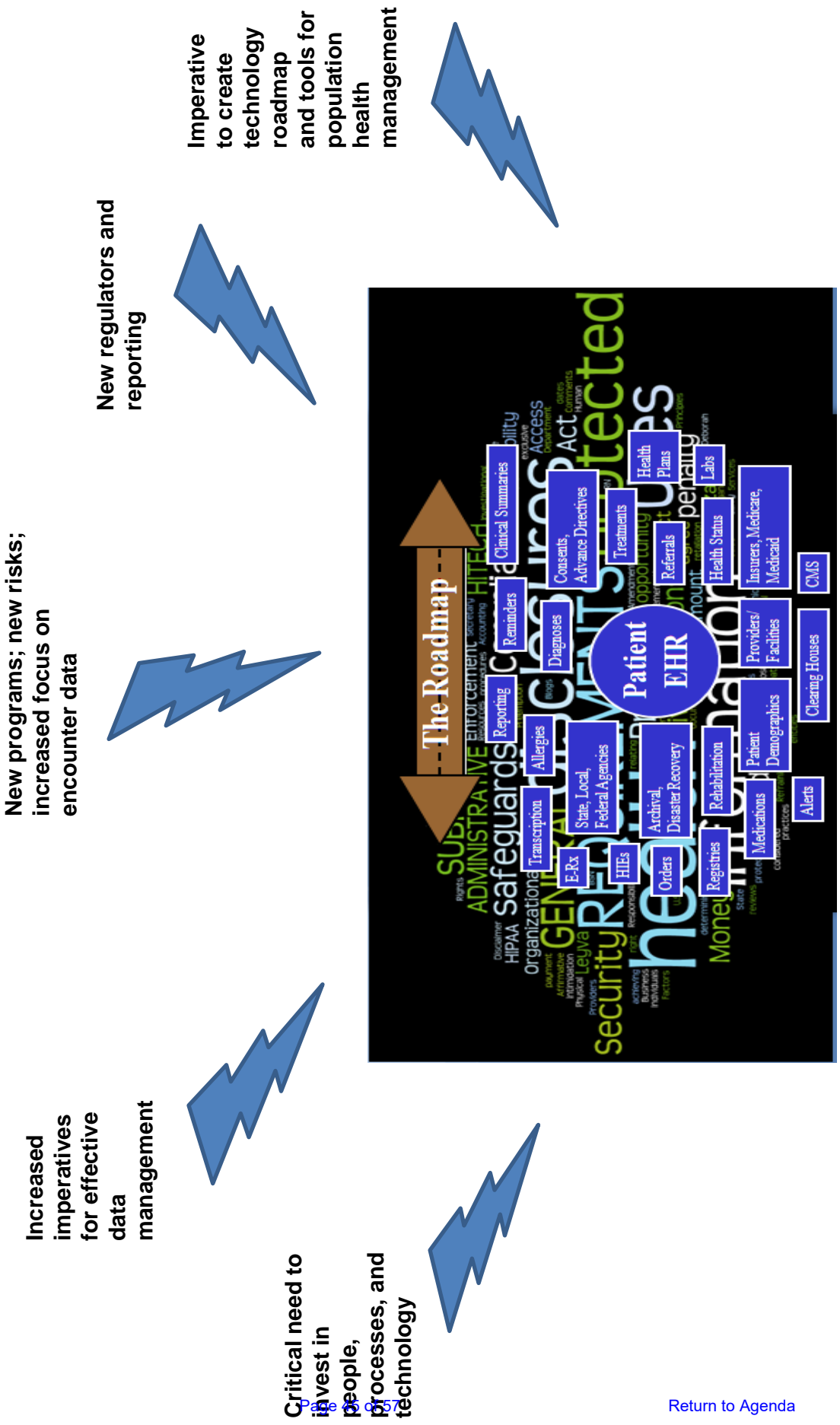
Clinical Strategy: 2022-26



Strategic Plan Overview: Health Services

Plan Area:	Milestones				
	2022	2023	2024	2025	2026
Clinical					
Clinical management: ECM and CS	WPC/High Utilizers/Homeless/S MI/ SUD/Justice-Involved HIE Housing Navigation Deposits Recuperative Care MTM	LTC & Institutionalization Risk/SNF Transitioning to Community/Children 1. Respite 2. SNF Diversion 3. Personal Care 4. Home Modifications 5. Asthma Remediation 6. Short-Term post Hospitalization	All other high children and youth populations (CCS, Child Welfare, etc.) Sobering Center Day Habilitation		
Population Health	DHCS Proposal Registry	1. HIE Integration 2. Risk Stratification tools 3. SDOH Disparities 4. Pop Health Program Go-Live	Full Community Information Exchange (CIE) Integration		
NCQA	RFP for Consultant Compliance Documentation Mock Audit	Remediate Gaps	1. NCQA Application 2. NCQA Survey Tool	Secure NCQA Accreditation	Manage NCQA obligations
D-SNP	Establish staffing model for D-SNP	PBM RFP and Contract	Formulary	D-SNP Go-Live	Begin to prepare for first CMS audit
Knox-Keene		UM/CM/Quality staffing, regulatory and technology requirements			
Behavioral Health	Student Behavioral Health; BHIP				
AHP Pilot	Evaluate outcomes in AHP pilot and report regularly to CEO and Commission		Lead evaluation of AHP pilot		

IT and Data Strategies: 2022-26

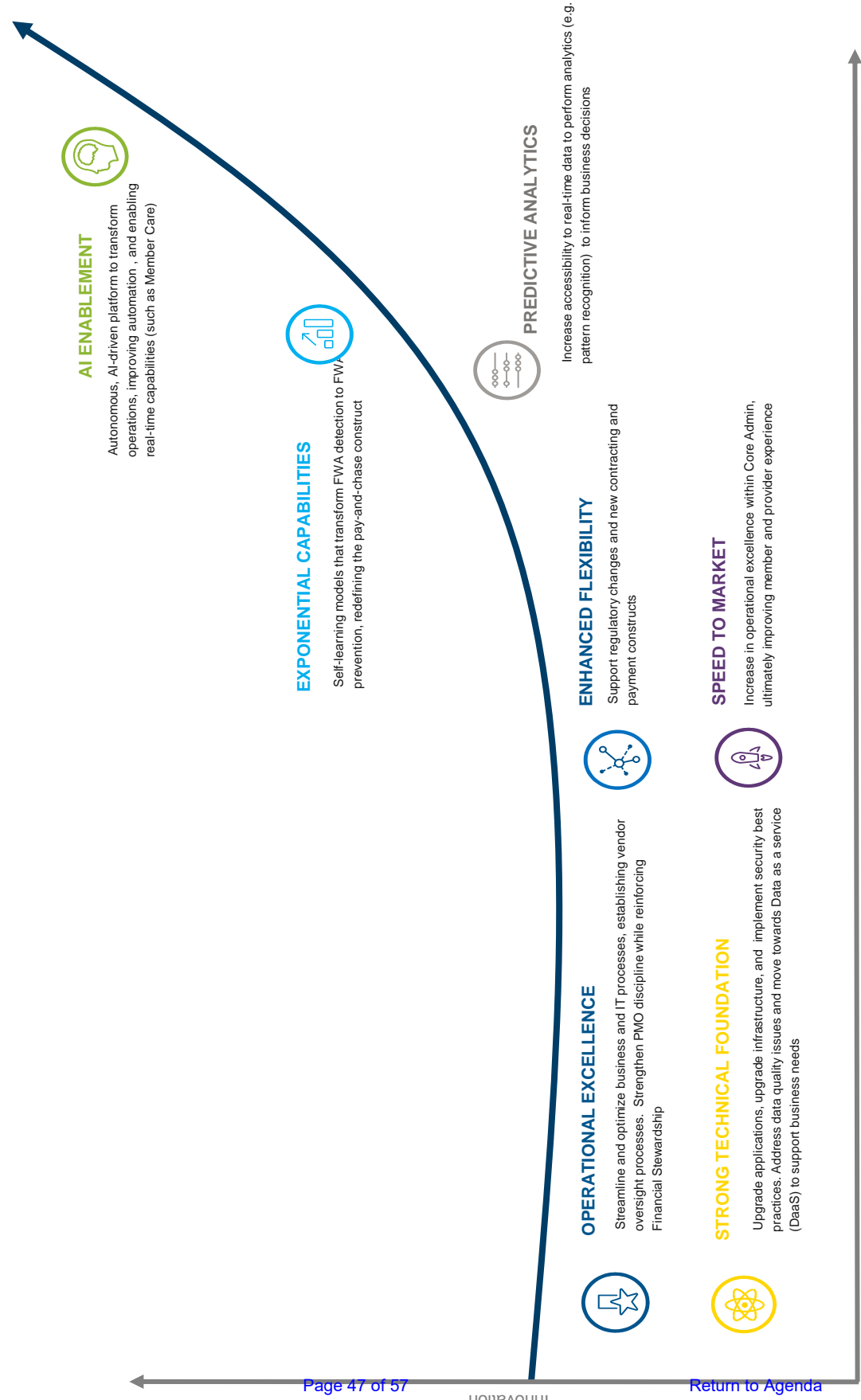


Strategic Plan Overview: IT

Plan Area: IT	Milestones				
	2022	2023	2024	2025	2026
Modern Data Warehouse	Completion of multi-year technology roadmap Document current state inventory Document data issues Data Migration Phase 1 Ingest SDOH Creation of Health Registries Implement Visualization tools	Data Migration Phase 2 Support NCQA requirements/tools Support enhanced finance requirements Support enhanced quality requirements Ingest SDOH data set	Data Migration Phase 3 Decommission legacy DWH Integration with new Core Admin platforms/Vendor Cutover to new core platform Support NCQA requirements/tools Support Medical Device data sets	NCQA Accreditation	Support BHI
Health Information Exchange (HIE)	Complete loading of Claims Data Establish integration with Ventura County Support IPP requirements Implement Analytics Module Identify 5 use-cases (pilot)	Implement Balance & Controls Support ADT data Support EHR data Support IPP requirements	Support SDOH data sets Support Medical Device data sets	Evaluate/RFP HIE vendor	Support transition to new HIE vendor
Interoperability	Completion of multi-year technology roadmap Complete Patient Access Rule – encounters, clinical Procure and Implement Edifecs Cloud Member Access Service Procure and Implement Edifecs Plan-to-Plan Solution (Payor-to-Payor)	Support IoMT and IoHT (Medical device) integration Procure and Implement Edifecs Prior Auth Solution Implement First External APIs with 1-2 Large Providers	Support IoMT and IoHT (Medical device) integration RFP Edifecs Replacement Complete API implementations with Remaining Identified Providers	Complete Implementation of Edifecs replacement Edifecs FHIR Contract Terms (2025)	Support regulatory requirements
Conduent (Core Admin Platform)	Perform Portal evaluation Go to RFP's Create Roadmap for new portal capabilities	Implement new Portal Implement exponential technologies (Robotics and AI) to reduce operational costs	Support D-SNP requirements Implement exponential technologies (Robotics and AI) to reduce operational costs	Support steady-state operations Support D-SNP Go-Live Implement exponential technologies (Robotics and AI) to reduce operational costs	Support steady-state operations Implement exponential technologies (Robotics and AI) to reduce operational costs
Population Health Management (PHM)	Create multi-year technology roadmap Evaluate CDR	Predictive Analytic tools Risk stratification tools Support IoT data sets	Support AI Enablement Support Real-Time intelligent member care	Support Real-Time intelligent member care – leveraging new data sets	

Intelligent, flexible platform for member care

Between today and 2026, modernization will pave the path for improved patient outcomes using innovative capabilities.



Operations and Community Engagement:

Imperative that GCHP improve claims processing and provider responsiveness

New programs; new provider types; new lines of business; new risks

Imperative that GCHP engage in materially new ways – and with new stakeholders – to create the transformation that CalAIM contemplates

Critical need to invest in people, processes, and technology



Strategic Plan Overview: Operations and Community Engagement

Plan Area:	Milestones			
	2022	2023	2024	2025
Operations, Community Engagement				2026
ECM	Secure contracts and operational readiness for ECM/CS	Secure contracts and operational readiness for Phase 3 in Jan. 1, 2023	Secure contracts and operational readiness for Jan. 1, 2024	
New benefits	For July 2022, contract for new benefits, make delivery system decisions relating to such new benefits, and conduct operational readiness for: 1. Doulas 2. Community Health Workers 3. Dyadic Care	Conduct operational readiness and gap analysis for NCQA accreditation and D-SNP application	Oversee contracting and operational readiness to operate D-SNP Full operational integration of CIE	D-SNP Go-Live Contract and operational planning for migration of mild-to-moderate benefit heading towards full BHI Prepare for first CMS MA audit
Provider Contracting	1. PCP Rate Analysis/Rebasing			
Medi-Cal Contracting	DHCS RFP for commercial MCOs	Likely ETA for new DHCS contracts	Based upon likely ETA for new DHCS contract, update and revise – as necessary and appropriate – all provider contracts	
MA D-SNP Policy and strategy		Begin to advise leadership/commission on MA policy	Ensure internal policy readiness for MA D-SNP	Engage in statewide thought leadership regarding discussions on waiver extension
Strategic engagement	Manage strategic engagement process to maximize funding		Manage strategic engagement process to maximize CaAIM incentive	
Input process	Launch and manage strategic process to secure comments and inputs across community to maximize CaAIM incentive funding and to ensure robust community engagement		Launch marketing approach for MA D-SNP	
D-SNP engagement and marketing	Develop and socialize D-SNP model and benefits for Ventura County providers, advocates, and senior advocates		Launch marketing approach for MA D-SNP	

CalAIM Legal Issues

1. Integration of justice-involved, foster-care, student, and other new population groups into managed care systems
2. Integration of physical and behavioral health services to include new benefits and social services providers to create a coordinated delivery system

Transitions in health care delivery

1. Contract terms for new providers such as housing, short-term recovery supports, and independent living supports
2. Quality standards, oversight, credentialing processes for new types of non-licensed facilities that provide health care and related services
3. Payment mechanisms, including increased use of value-based purchasing models
4. Data sharing and information exchange among varied licensed and non-licensed persons and entities and for behavioral health, students, and other populations with more stringent restrictions, interoperability requirements

Related legal issues to be addressed

CalAIM Legal Issues (cont'd)

Standardization of managed care

1. Knox-Keene licensure requirements
2. Medicare D-SNP requirements
3. NCQA accreditation requirements

Legal issues

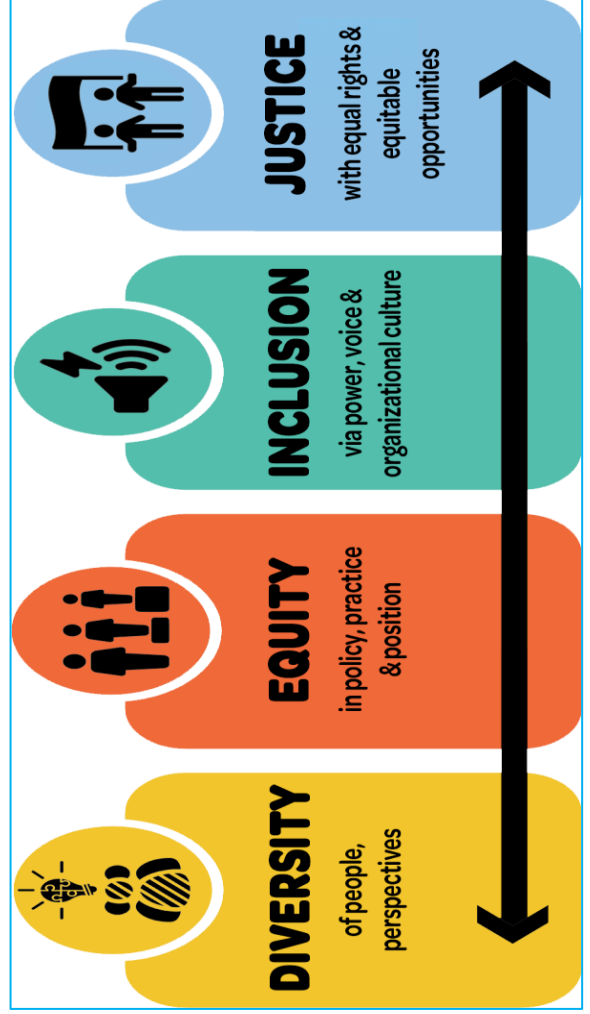
1. Review of applications and new/updated policies and procedures to satisfy these new standards
2. Assistance with communications with additional regulatory authorities, e.g., DMHC
3. Review of plan preparation for additional regulatory oversight, including DMHC oversight of financial solvency

Workforce and Diversity, Equity, and Inclusion Strategy:

Critical need to invest in people, processes, and technology

Promote DEI

Fulfill CalAIM goals to reduce disparities and bias



Strategic Plan Overview: DEI

Plan Area:	Milestones				
	2022	2023	2024	2025	2026
DEI					
Complete a values review with the DEI Council	Q1 Reexamine core values		Q1 Revisit values based on team dynamics		
DEI conference	Q1 Identify resources and meeting participants	Strategy Implementation and Tracking (ongoing)	Revisit summit results with data mining		
Training and staff	Q2 Biases Generations	Q2 Micro-aggression racism	Q2 Culture diversity/cultural norms		
Best practices visits	Q2/3 Verizon/Ventura County	Amgen Zoom meetings with other health plans			
Combining Health Equity and DEI work	Decisions on Health Equity Officer Hire Population Health Manager	Population Health Management Go-Live			
Assessment	Conduct Health Equity Assessment with Stakeholders Implement SDOH assessment	Conduct SDOH assessment			
Establish Health Equity Subcommittee	Internal committee to review Health Equity initiatives				

Strategic Plan Overview: Workforce

Plan Area:	Milestones			
	2022	2023	2024	2025
Workforce				2026
Compensation and Benefits	<ol style="list-style-type: none"> 1. Consider total wellness statements 2. Explore performance bonus concepts 	<ol style="list-style-type: none"> 1. Conduct compensation study 2. Continue to evaluate the emerging benefits market 	<ol style="list-style-type: none"> 1. Continue to evaluate effectiveness of benefits and compensation programs 2. Conduct benefits study 	
Return to Office	<ol style="list-style-type: none"> 1. Implement RTO strategy 2. Ensure tools and guidelines are in place for leadership 3. Evaluate building and office needs based on RTO strategy 	<ol style="list-style-type: none"> 1. Continue to evaluate environment of RTO 2. Quarterly meetings with RTO committee for adjustments 		
Performance Review	<ol style="list-style-type: none"> 1. Design and implement new performance review process 	<ol style="list-style-type: none"> 1. Continue to monitor performance review process 		
Employee Survey	<ol style="list-style-type: none"> 1. Establish bi-annual employee survey aligned with fiscal year 2. Retain new employee survey partner 3. Design communications strategies and measurable results 	<ol style="list-style-type: none"> 1. Initiate a pulse survey to measure effectiveness of employee survey action team 2. Continue to focus on communications and updates for GCHP 3. Establish historical trends by functional area 	<ol style="list-style-type: none"> 1. Establish bi-annual employee survey 2. Establish new employee survey action team 3. Design communications strategies and measurable results 	
Recruiting	<ol style="list-style-type: none"> 1. Evaluate all search vendors 2. Evaluate social media effectiveness 3. Continue to re-engineer recruitment process organizations 4. Ensure success of recruiting for new LOB, MA D-SNP 			

5. Conclusion and Next Steps



Gold Coast
Health PlanSM
A Public Entity

Happy Holidays



Glossary of Terms

AB: Assembly Bill	DMHC: Department of Managed Health Care	MCO: Managed Care Organization
ACA: Affordable Care Act	D-SNP: Dual Eligible Special Needs Plans	MSSP: Medicare Shared Savings Program
ADT: Admit, Discharge, and Transfer	DWH: Data Warehouse	MTM: Medically Tailored Meals
AI: Artificial Intelligence	ECM: Enhanced Care Management	NCQA: National Committee for Quality Assurance
API: Application Program Interface	EHR: Electronic Health Record	PBM: Pharmacy Benefit Manager
BHI: Behavioral Health Integration	FHIR: Fast Healthcare Interoperability Resources	PSO: Professional Services Organization
BHIIP: Behavioral Health Integration Incentive Program	FY: Fiscal Year	RFP: Request for Proposals
CA: California	GCHP: Gold Coast Health Plan	RTO: Return to Office
CaAIM: California Advancing and Innovating Medi-Cal	HCBS: Home and Community Based Services	SAP: Solvency Action Plan
CAP: Corrective Action Plan	HIE: Health Information Exchange	SCOTUS: Supreme Court of the United States
CCI: Coordinated Care Initiative	IKA/HSP: Claims administration platforms	SMI: Serious Mental Illness
CCS: California Children's Services	IoHT: Internet of Hospital Things	SNF: Skilled Nursing Facility
CDO: Chief Diversity Officer	IoMT: Internet of Medical Things	SUD: Substance Use Disorder
CDR: Clinical Data Repository	IoT: Internet of Things	TNE: Tangible Net Equity
CHW: Community Health Workers	IPP: Incentive Payment Program	WPC: Whole Person Care
CIE: Community Information Exchange	JD: Job Description	
CMS: Centers for Medicare & Medicaid Services	LOB: Line of Business	
CS: Community Supports	LTC: Long-Term Care	
CY: Calendar Year	LTSS: Long Term Services & Supports	
DEI: Diversity, Equity, and Inclusion	MA: Medicare Advantage	
DHCS: Department of Health Care Services		