

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

Strategic Planning Retreat / Regular Commission Meeting

Thursday, October 29, 2026 10:00 a.m.

**Meeting Locations: 4880 Santa Rosa Rd
Camarillo, CA 93012
Community Room /Piru Creek Rm**

Dignity Health / St. John's Regional Medical Center
1600 N. Rose Ave
Oxnard, CA 93030

Members of the public can participate using the Conference Call Numbers below.

Conference Call Number: 1-805-324-7279

Conference ID Number 393 342 483#:

Para interpretación al español, por favor llame al: 1-805-322-1542 clave: 1234

AGENDA

CLERK ANNOUNCEMENT

All public is welcome to call into the conference call number listed on this agenda and follow along for all items listed in Open Session by opening the GCHP website and going to ***About Us > Ventura County Medi-Cal Managed Care Commission > Scroll down to Commission Meeting Agenda Packets and Minutes***

CALL TO ORDER

INTERPRETER ANNOUNCEMENT

ROLL CALL

PUBLIC COMMENT

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

Persons wishing to address VCMMCC and Committee 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 and Committee.

Members of the public may call in, using the numbers above, or can submit public comments to the Commission and 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. Approval of Ventura County Medi-Cal Managed Care special Commission meeting minutes of October 5, 2026

Staff: Maddie Gutierrez, MMC Sr. Clerk to the Commission

RECOMMENDATION: Approve the minutes as presented.

2. Recuperative Care Sustainability Project Amendment

Staff: Erik Cho, Chief of Staff & Strategy Officer

RECOMMENDATION: The Plan recommends that the Ventura County Medi-Cal Managed Care Commission authorize the CEO to execute the Amended and Restated Funding Agreement Regarding Recuperative Care Facilities.

STRATEGIC PLANNING RETREAT Will begin immediately after Consent Items

ADJOURNMENT

The next meeting will be the regular commission meeting which will be held on Monday, November 16, 2026, 2p.m. at the **NEW** GCHP Building located at 4880 Santa Rosa Rd. Camarillo, CA 93012 in the Community Room

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 Committee 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 1:00 p.m. to enable the Clerk of the Commission to make reasonable arrangements for accessibility to this meeting.

Topics, Times and Speakers

Topic	Time	Speaker
Welcome	10:30AM	Marlen Torres , Chief Communications and Community Affairs Officer
Three-Year Vision	10:35AM	Felix Nunez, M.D. , Chief Executive Officer
State and Federal Landscape	11:00 AM	Sarah Crow , Assistant Deputy Director, Health Care Benefits and Eligibility, California Department of Health Care Services Mike Cheek , President and Chief Executive Officer, Special Needs Plan Alliance
Lunch	12:00PM	
3 Year Financial Outlook • Operational costs and Investment costs • Run rate • Impact of headwinds • Proposed investment to mitigate Membership and MLR headwinds	12:30PM	Christopher Lee , Chief Financial Officer
Strategic Priorities Overview	1:30PM	Executive Team
Break Out Sessions: Strategic Portfolio Alignment with Priorities	2:15PM	Group Activity —Three 20-minute rotations
Guidance from Commission—Report Out from Break Out Session	3:15PM	Commissioners
Retrospective and Closing Remarks	3:45PM	Laura Espinosa , Commission Chair Dr. Felix Nuñez , Chief Executive Officer

AGENDA ITEM NO. 1

TO: Ventura County Medi-Cal Managed Care Commission
FROM: Maddie Gutierrez, MMC, Sr. Clerk for the Commission
DATE: October 29, 2026
SUBJECT: Special Commission Meeting Minutes of October 5, 2026

RECOMMENDATION:

Approve the minutes.

ATTACHMENT:

Copy of Commission meeting minutes for October 5, 2026

**Ventura County Medi-Cal Managed Care Commission (VCMMCC)
Commission Meeting
Special Meeting**

October 5, 2026

CALL TO ORDER

Committee Chair Laura Espinosa called the meeting to order at 2:05 p.m. The meeting was held in the Community Room located at 4880 Santa Rosa Road Camarillo, CA 93012.

CLERK ANNOUNCEMENT

The clerk stated she had two items for the commission:

- The clerk stated the newly required Spanish translation of the agenda had been repealed. She asked if the commission wanted to continue to have the agenda translated or return to having the agenda only in English. The commission agreed to continue to have the agenda translated.
- The clerk asked the commission if they would consider a change in the agenda. She suggested having Closed Session begin at 2PM and end at 3PM. Open session will begin at 3PM and end when all items have been discussed. The commission agreed with the time change.

INTERPRETER ANNOUNCEMENT

The interpreter made her announcement.

ROLL CALL

Present: Commissioners Allison Blaze, M.D., Laura Espinosa, Demitric Franklin, Douglas Kleam, Supervisor Vianey Lopez, Anna Monroy, Tim Myers, Yohan Perera, M.D., and Mark Sewell.

Absent: Commissioners Anwar Abbas, and Scott Underwood, D.O.

Commissioner Roger Robin attended the meeting as a member of the public. He did not count toward the quorum and did not vote on agenda item but participated in discussions.

Attending the meeting for GCHP were Felix L. Nunez, M.D., CEO, COS Erik Cho, CFO Christopher Lee, CFO Christopher Lee, Robert Franco CCO, Eve Gelb, Chief Product Officer, Ted Bagley, CDO, Marlen Torres, CCCAO, Paul Aguilar, CHRO, Suma Simcoe, COO, James Cruz, CMO, and Scott Campbell, General Counsel.

Also in attendance were the following GCHP Staff: Lupe Gonzalez, TJ Piwowski, Holly Krull, Joanna Hioureas, Pauline Preciado, Kris Schmidt, Brenda Gomez-Garcia, Chris Dulan, Josephine Gallella, Kim Timmerman, Shannon Robledo, David Tovar, Adriana Sandoval,

Michelle Espinoza, Nicole Kanter, Kim Marquez-Johnson, Nathan Norbryhn, Vicki Wrighster, Lupe Harrion, Greg Antoniono, Kevin Ortloff, Ben Lacy, Paul VerHaar, Corey Stephenson, James Althen, Josh Gamiere, Erin Slack, David Kirkpatrick, Susana Enriquez-Euyoque, Florida Pante, Gene Kirkland, Xochitl Boehm, and Sandi Walker

Guests: John Fankhauser, M.D.— County of Ventura

PUBLIC COMMENT

None.

CONSENT

1. Approval of Ventura County Medi-Cal Managed Care Regular Commission meeting minutes of August 24, 2026

Staff: Maddie Gutierrez, MMC Sr. Clerk to the Commission

RECOMMENDATION: Approve the minutes as presented.

2. Written Summary of Quality Improvement & Health Equity Activities: Q2 2026

Staff: James Cruz, MD, Chief Medical Officer
Kim Timmerman, MHA, CPHQ, Executive Director Quality Improvement

RECOMMENDATION: Staff recommend that the Ventura County Medi-Cal Managed Care Commission receive and file the Quarter 2, 2026 Quality Improvement and Health Equity Committee summary.

Commissioner Kleam motioned to approve agenda items 1 and 2. Commissioner Monroy seconded the motion.

Roll Call Vote as follows:

AYES: Commissioners Allison Blaze, M.D., Laura Espinosa, Douglas Kleam Supervisor Vianey Lopez, Anna Monroy, Tim Myers, Yohan Perera, M.D., Mark Sewell, and Scott Underwood, D.O.

NOES: None.

ABSENT: Commissioner Anwar Abbas

PRESENT: Commissioner Roger Robinson is in attendance as a member of the public.

Motion carried.



Due to conflicts of interest, we do not have a quorum for agenda item 3. This item will be presented at the October meeting.

3. Recuperative Care Sustainability Project Amendment

Staff: Erik Cho, Chief of Staff & Strategy Officer

RECOMMENDATION: The Plan recommends that the Ventura County Medi-Cal Managed Care Commission authorize the CEO to execute the Amended and Restated Funding Agreement Regarding Recuperative Care Facilities.

The commission went into Closed Session at 2:14 p.m.

CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case: Dignity Health dba St. John's Regional Medical Center et al v. Ventura County Medi-Cal Managed Care Commission dba Gold Coast Health Plan, et al. Case Number 2026CUBC071894

Commissioner Kleam was recused from Closed Session item 14.

13. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
Two cases.

General Counsel, Scott Campbell stated there was no reportable action.

Commissioner Sewell left the meeting at 3:00 p.m.

Open Session began at 3:03 p.m.

REPORTS

4. Chief Diversity Officer (CDO) Report

Staff: Ted Bagley, Chief Diversity Officer

RECOMMENDATION: Receive and file the report

Ted Bagley, Chief Diversity Officer, reviewed the history of his position. The Board of Supervisors created the position through an ordinance to deal with some of the difficult issues that were ongoing in 2016, 2017, and 2018. He noted that there are now very few staff who were here during that rough time. He stated that many say that was the



past, but to get to where we are now it takes a lot of work and effort. It took change and we have made some significant changes.

CDO Bagley created a Diversity Council which is made up of people from across Gold Coast, from various departments. The group has been committed to being part of the council on their own time, and it has been a very effective group. We now have a total of approximately 410 employees. We have 26% Hispanic, 17.6% Asian, and 8.3% Black/African American. We have 69% female, and 31% male. These numbers do not change often.

CDO Bagley reviewed internal activities; hiring, promotions, terminations and pay. We also coordinate with community relations activities, including Adopt a School, Lunch & Learns, etc.

Mr. Bagley noted that many organizations have chosen the path of least resistance and have eliminated CDO position and called it something else. He stated that we have remained steadfast and continue to use the word diversity. He stated that he is not a proponent of change, but he did want to state that if it gets to appoint where the commission is forced to make this change, he is not the person for it. We have worked hard to get to a better place, sometimes people forget what it took to get there. Some use the word merit a lot, if we hire qualified people we do not have to worry about merit. Diversity is crucial because it fosters innovations, empathy, inclusion and better decision making, which benefits individuals, organizations and society.

CDO Bagley stated there is a trend away from diversity in this county which will affect all of us. He stated that he hoped that is not the direction GCHP is going. How we treat diversity in an organization will send a message on how it is or is not valued. He noted that he called the county the other day and there is no diversity person there now. They are calling it “belonging” – it is a Manager of Belonging.

Some look at the lack of diversity cases – they have decreased. We have gotten better, we saw the need for change, and we made that change happen. CDO Bagley stated that what he does is not cost savings. It avoids costs. Taking a diversity case to court will cost over \$300,000, just to take it to court, that is not court cost. We have not had any diversity cases since 2017. CDO Bagley stated that he asks that diversity continue to have a voice. He noted that the tough part of his job is not winning cases, it is preventing them and he is proud of the work he has done because he has done that.

Commissioner Espinosa stated that she has served on the commission for almost eight years and when she came on in the center of that fire and to Mr. Bagley’s credit things greatly improved. She stated that she knows he counsels people individually, that he is trusted, and that people can go to him confidentially. She also stated that she knows his outside work, and that he has works with all colors, all communities and he is very well respected in Ventura County. Commissioner Espinosa stated that she applauds Mr. Bagley and this organization because we have come a long way.



General Counsel, Scott Campbell stated that we are going to lose 2 more commissioners at 4:00 p.m. and we have two contract that need to be approved today before we lose a quorum. We will need to take things out of order. We will need to present agenda items 9 and 11 and then go back to reports.

FORMAL ACTION

9. All Languages Interpreting & Translating Inc., Additional Funds Required

Staff: Lupe Gonzalez, PhD, MPH, Sr. Director Health Education, Cultural & Linguistic Services

RECOMMENDATION: The Plan is recommending the Ventura County Medi-Cal Managed Care Commission approves the request to add an additional amount of \$225,000 to the existing contract and purchase order through the current expiration date of June 30, 2027. The new cumulative amount of the contract is \$940,628.47.

Lupe Gonzalez, PhD, MPH, Sr. Director Health Education, Cultural & Linguistic Services stated she is asking for approval of additional funding for our language assistance services. They offer telephonic interpreting, translation, and in-person sign language. The current contract was awarded through a competitive RFP process and expires June 30, 2027. We are requesting an additional amount of \$225,000 to continue our language assistance service.

Commissioner Blaze asked if the request for additional funds is for this year through to June. not next year. Dr. Gonzalez stated that was correct. Commissioner Espinosa asked if there was anything unusual that happened this year that increased the need for services. Dr. Gonzalez stated programs received a lot of requests for translation services because of the enrollment period. We are also seeing a lot of providers requesting in-person sign language interpreter services. We have also contracted with MICOP, and we have seen an increase in Mixteco translation services.

Commissioner Blaze motioned to approve agenda item 9. Commissioner Monroy seconded the motion.

Roll Call Vote as follows:

AYES: Commissioners Allison Blaze, M.D., Laura Espinosa, Douglas Kleam Supervisor Vianey Lopez, Anna Monroy, Tim Myers, Yohan Perera, M.D., Mark Sewell, and Scott Underwood, D.O.

NOES: None.

ABSENT: Commissioner Anwar Abbas

PRESENT: Commissioner Roger Robinson is in attendance as a member of the public.



Motion carried

11. Contract Approval – ClarisHealth, Inc., Claims Payment Integrity Services

Staff: Suma Simcoe, Chief Operations Officer

RECOMMENDATION: It is the Plan's recommendation that the Commission authorize the Procurement Director to execute a contract with ClarisHealth, Inc. The term of the contract will be three years commencing October 1, 2026, and expiring on September 30, 2029, for an amount not to exceed \$13M.

Suma Simcoe, Chief Operations Officer, stated there were nine vendors who responded to the RFP process for payment integrity. COO Simcoe explained that payment integrity is the systematic approach to ensure medial claims are paid accurately for clinically appropriate services, which includes fraud detection, overpayment, and primary versus secondary. She stated that all client vendors were evaluated and three came to the final round. The team reviewed the efficiency, made some reference calls with current users and pricing was also part of the evaluation. The contract term is for three years beginning October 1 and will expire on September 30, 2029, for an amount not to exceed \$13million.

COO Simcoe reviewed the timeline for transition in terms of implementation. They can go-live on January 1, 2027. We just need to give them the data in the format they are requesting. It is a non-complicated process. Payment integrity is a very defined process required in every health plan, it is a recruitment process. Claris does not get paid unless we are able to make a recruitment on the payments or mitigate the payments that we are making. This is a good opportunity to work with the providers to share the identified gaps. Our objective is to pay claims timely and correctly the first time.

Commissioner Franklin stated that payment integrity is very important and post-payment recovery audits are also important, but they could place some administrative and financial strains on safety net providers. He asked how Claris Health Audit protocol will be structured to prevent some undue cash flow and administrative friction for safety net organizations. COO Simcoe stated that before we apply any rules in the system, there will be communication sent out and meetings scheduled to explain those rules. Internally we will review with the Provider Relations Contracting because we want to make sure there is no call out in the contract. We will be sharing that information with the community provider for whatever rules we apply.

Commissioner Monroy motioned to approve agenda item 11. Supervisor Lopez seconded the motion.

Roll Call Vote as follows:



AYES: Commissioners Allison Blaze, M.D., Laura Espinosa, Douglas Klear Supervisor Vianey Lopez, Anna Monroy, Tim Myers, Yohan Perera, M.D., Mark Sewell, and Scott Underwood, D.O.

NOES: None.

ABSENT: Commissioner Anwar Abbas

PRESENT: Commissioner Roger Robinson is in attendance as a member of the public.

Motion carried.

Commissioner Klear left the meeting at 4:00 p.m.
Commissioner Perera left the meeting at 4:03 p.m.

REPORTS

5. Chief Executive Officer (CEO) Report

Staff: Felix L. Nunez, M.D., MPH, Chief Executive Officer

RECOMMENDATION: Receive and file the report

Felix L. Nunez, M.D., MPH, Chief Executive Officer, welcomed everyone to our new facility. We plan to have a commission Open House. Two weeks ago, we held our Employee Appreciation event which is held annually and was held in the community room, and we invited all our employees to attend. We had approximately 200 plus in attendance.

CEO Nunez stated that enrollment and retention continue to remain a key focus for our organization. We are working to strategize how we deal with the impact of what is happening now as we continue to see a decline month after month, and the worst is yet to come. Out in the community there is still confusion about ongoing eligibility for Medicaid – whether it be federal Medicaid or state-only Medicaid. He stated that he believes that a large portion of what is happening now in terms of disenrollment is a misunderstanding of current eligibility. Our UIS population remains a concern. He noted that approximately 29,000 members fall into that UIS category. Come December 31st we will lose all those members. That will have an immediate impact on our providers and healthcare infrastructure. We will continue to do our advocacy work around this membership.

Once we hit the cliff on December 31st we start the year at 188,000 members – that is the best-case scenario. We anticipate losing approximately 16,000 members over the course of 2027. We are hoping to retain membership to the maximum extent possible. We want our members to stay connected to care.



Marlen Torres Chief Communications & Community Affairs Officer reviewed the Community Relations perspective – the team is out in the community continuing to have workshops available. We continue to call our members and engage them with assistance over the phone, and if needed they are transferred over to in-person assistance at the ambulatory care clinics within the county system, as well as the school districts in Rio and Port Hueneme school districts. Ms. Torres also gave a general summary of the legislative bill cycle, and she noted that our state elected officials are back in their districts.

General Counsel Scott Campbell announced that we have lost quorum. He stated there are two options: We can listen to reports but cannot ask questions or we can end the meeting now. He noted that questions can be asked during one-on-one meetings.

12. July Year-To-Date 2026 Financials

Staff: Christopher Lee, Chief Financial Officer

RECOMMENDATION: Accept the financial information as presented

Christopher Lee, Chief Financial Officer, stated he will change the structure of the financial report. He noted that we need to keep sustainability and provide service for members.

No other agenda items were reviewed due to loss of quorum.

6. Chief Operations Officer (COO) Report

Staff: Suma Simcoe, Chief Operations Officer

RECOMMENDATION: Receive and file the report

7. Chief Medical Officer (CMO) Report

Staff: James Cruz, M.D., Chief Medical Officer

RECOMMENDATION: Receive and file the report

PRESENTATION

8. Network Provider Presentation

Staff: Suma Simcoe, Chief Operations Officer
Michelle Espinoza, Exec. Director of Provider Network Operations & Strategies

RECOMMENDATION: Receive and file the report.



10. Quality Improvement and Health Equity Committee 2026 Third Quarter Report

Staff: James Cruz, MD, Chief Medical Officer
Kim Timmerman, MHA, CPHQ, Executive Director of Quality Improvement

RECOMMENDATION: Approve the 2025 QIHET Program Evaluation. Receive and file the complete report as presented.

ADJOURNMENT

With no other business to conduct, the meeting ended at 4:31 p.m.

Approved:

Maddie Gutierrez, MMC
Sr. Clerk of the Commission

AGENDA ITEM NO. 2

TO: Ventura County Medi-Cal Managed Care Commission

FROM: Erik Cho, Chief of Staff and Strategy Officer

DATE: October 29, 2026

SUBJECT: Recuperative Care Sustainability Project Amendment

Executive Summary

- With the approval of the Commission, Gold Coast Health Plan (GCHP) and the County of Ventura entered into a funding agreement to create recuperative care facilities at 2323 Knoll Drive, City of Ventura, and 1400 Vanguard Drive, City of Oxnard. on December 5, 2023. For this, GCHP would use funds earned through the Housing and Homelessness Incentive Program (HHIP). Once launched, the recuperative care facilities would be utilized and overseen by the County's Health Care Agency.
- The Parties now desire to amend and restate the terms and conditions of the Funding Agreement.
 - The County proposes to develop a 50-bed Recuperative Care facility at 2323 Knoll Drive ("Knoll Project") which will replace the existing recuperative care center at Motel 6, located at 2145 East Harbor Boulevard in the City of Ventura.
 - Additional funding will go to expanding the City of Thousand Oaks' Thrive Grove Navigation Center to add 20 additional dwelling units to 30 units currently available, for a total of 50 units. The City of Thousand Oaks will ensure that people being served by the additional beds would be GCHP members.

BACKGROUND/ DISCUSSION:

Project Summary

Through this request, GCHP staff is asking the Ventura County Medi-Cal Managed Care Commission to amend the grant approved in 2023 to update the projects in scope to include the recuperative care facility build in Ventura as well as the Thrive Grove Project expansion in Thousand Oaks. The County agrees that it, through its Health Care Agency, shall begin providing recuperative care services at the Knoll location no later than November 30, 2027, and ensure recuperative care operations for 20 years from commencement. Creating a long-term solution for recuperative care in Ventura County remains a need for GCHP members. The demand for Recuperative Care services has far exceeded the local capacity since the program's inception. The County's current recuperative program is in a temporary location that requires significant monthly funding to continue.

Thrive Grove is an interim supportive housing community offering safety, dignity, and a path forward for individuals experiencing unsheltered homelessness, located in the City of Thousand Oaks. Its navigation center serves as a critical access point and gateway to assist individuals experiencing homelessness. It is the first interim supportive housing solution in East Ventura County and opened in June 2025. There is significant need for the additional units this funding would support.

Recuperative Care Services

Ensuring access to recuperative care, also known as medical respite care, is a priority for GCHP. Recuperative care is a California Advancing and Innovating Medi-Cal (“CalAIM”) Community Support that provides short-term residential care for individuals who no longer require hospitalization but still need to heal from an injury or illness (including behavioral health conditions) and whose condition would be exacerbated by an unstable living environment. Recuperative care is allowable Community Support if it is necessary to achieve or maintain medical stability and prevent hospital admission or re-admission. Under the recuperative care Community Support, individuals can remain in the recuperative care setting for up to 90 days of continuous duration. GCHP currently offers Recuperative Care as a Community Support to all members who qualify regardless of network assignment or hospital discharge. Members in Recuperative Care are offered connections to Enhanced Care Management and supportive services during their stays.

According to the Hospital Association of Southern California (“HASC”), a hospital can significantly reduce the costs (about \$1,200 per day) associated with caring for homeless inpatients by transitioning them to recuperative care.

Summary of Funding Sources

GCHP is utilizing funding earned through the Department of Health Care Services’ (“DHCS”) Housing and Homelessness Incentive Program for this project. HHIP funding is intended to reduce and prevent homelessness. HHIP funds are necessary to develop and expand capacity and partnerships to connect our members to needed housing services. HHIP funding comes from both State and federal dollars through DHCS.

In September 2022, GCHP submitted its HHIP Investment Plan to DHCS, demonstrating its plan for achieving measures and targets in collaboration with the County and other local partners. In its Investment Plan, GCHP included a recuperative care investment activity that would support the expansion and sustainability of recuperative care beds in the County. DHCS approved GCHP’s Investment Plan in early 2023.

FINANCIAL IMPACT:

There is no anticipated additional financial impact based on the changes in this amendment. GCHP has already transferred a total of \$10,000,000 to the County, and no further cost would

be incurred. This amendment serves to update the required timelines for recuperative care and add the Thrive Grove Project in place of another proposed recuperative care site.

RECOMMENDATION:

The Plan recommends that the Ventura County Medi-Cal Managed Care Commission authorize the CEO to execute the Amended and Restated Funding Agreement Regarding Recuperative Care Facilities.

ATTACHMENTS:

Amended and Restated Funding Agreement Regarding Recuperative Care Facilities

**AMENDED AND RESTATED FUNDING AGREEMENT REGARDING
RECUPERATIVE CARE FACILITIES AT 2323 KNOLL DRIVE
IN CITY OF VENTURA AND THRIVE GROVE NAVIGATION CENTER AT
1205 LAWRENCE DRIVE IN CITY OF THOUSAND OAKS**

This Amended and Restated Funding Agreement Regarding Recuperative Care Facilities (“Amended and Restated Funding Agreement”) is entered into as of XXXXXXXX, 2026 (the “Effective Date”), by and between the COUNTY OF VENTURA, a political subdivision of the State of California (“County”) and Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (“GCHP”) with reference to the following facts. County and GCHP are referred to as “Parties.”

RECITALS

A. The Parties entered into their original “Funding Agreement Regarding Recuperative Care Facilities at 2323 Knoll Drive, City of Ventura, and 1400 Vanguard Drive, City of Oxnard” (“Funding Agreement”) which took effect on December 5, 2023 (“Funding Agreement Effective Date”).

B. The Parties now desire to amend and restate the terms and conditions of the Funding Agreement so that this Amended and Restated Funding Agreement replaces and supersedes the Funding Agreement in its entirety.

C. As of the Effective Date, the County owns real property located at 2323 Knoll Drive in the City of Ventura.

D. The County proposes to develop a 50-bed Recuperative Care facility at 2323 Knoll Drive (“Knoll Project”) which will replace the existing recuperative care center at Motel 6, located at 2145 East Harbor Boulevard in the City of Ventura.

E. The City of Thousand Oaks (“City”) owns the real property of the Thrive Grove Navigation Center located at 1205 Lawrence Drive in City of Thousand Oaks. This facility is a 30-bed shelter and is currently operational. The City is actively proceeding with expansion of the center to 20 additional beds, for a total of 50 beds (“Thrive Grove Project”). A separate funding agreement between the County and City will ensure the GCHP funds transferred to the City meet the requirements provided herein. The City will ensure that persons being served by the additional beds would be GCHP members.

F. Both the Knoll Project and Thrive Grove Project will support underserved residents of Ventura County, including but not limited to residents that are members of GCHP or are eligible to become members of GCHP.

G. GCHP is a County Organized Health System that operates a Managed Care Plan for providing Medi-Cal services to residents of Ventura County.

H. The California Department of Health Care Service's ("DHCS") Housing and Homelessness Incentive Program ("HHIP") aims to improve health outcomes and access to services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. HHIP funds are utilized to reduce and prevent homelessness and to ensure that Medi-Cal managed care plans like GCHP develop the necessary capacity and partnerships to connect their members to needed housing services.

I. GCHP has established its Investment Plan to implement HHIP priorities including expansion of recuperative care capacity in Ventura County.

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

K. GCHP has previously provided a \$10,000,000 contribution to County to support the Vanguard and Knoll recuperative care projects.

L. With the County's cancellation of its Vanguard project, the parties have determined that the \$10,000,000 contribution should instead be directed to the Knoll Project and Thrive Grove Project as follows:

- \$9,100,000 to the Knoll Project
- \$900,000 to the Thrive Grove Project

M. In addition to the \$10,000,000 GCHP payment, the County has identified full funding to plan, design, and construct the Knoll Project. The City is actively identifying funding in addition to the contribution by GCHP to proceed with the Thrive Grove Project, which has a total current budget of approximately \$2,500,000.

NOW, THEREFORE, in consideration of the Recitals hereof and the mutual promises and covenants set forth in this Amended and Restated Funding Agreement, the Parties agree as follows:

AGREEMENT

Section 1. Transfer of Funds. GCHP previously provided the County with two one-time payments: (1) \$7,500,000 was provided sixty (60) calendar days after the original Funding Agreement took effect and (2) \$2,500,000 was provided sixty (60) calendar days after GCHP received the second disbursement of HHIP funds. County deposited the funds in a segregated account and shall solely use the funds for the planning, design, and construction costs of the Knoll Project and Thrive Grove Projects allocating the funds as follows: \$9,100,000 to the Knoll Project, and \$900,000 to the Thrive Grove Project.

Section 2. Drawdowns. County may draw upon the funds at any time for any purpose allowed by this Amended and Restated Funding Agreement. County shall only use the funds for payment of costs of the Knoll Project and Thrive Grove Project and shall not reallocate the funds to any other accounts or any other uses. The funding shall not be used to pay County's or City's administrative costs or for costs of County or City employees. The County shall not remit any portion of the \$900,000 Thrive Grove Project contribution to the City until after the County enters into an agreement with the City which meets and incorporates the requirements set forth herein pertaining to the Thrive Grove Project.

Section 3. Financial Records and Updates. County and City, as applicable, shall maintain records of all expenditures for the Knoll Project and Thrive Grove Project, respectively, which records shall be sufficient for auditing purposes and shall include invoices for all goods and services paid for with the funds. County shall submit a quarterly statement to GCHP indicating the status of the account and all expenditures of funds by County and City for their respective projects. By mutual written agreement, the Parties may agree to have statements at less-regular intervals. County shall maintain all records for at least four (4) years following the final expenditure.

Section 4. Progress Reports. County shall submit quarterly progress reports to GCHP that describe the planning, design, and construction activities associated with the development of the Knoll Project and Thrive Grove Project. By mutual written agreement, the Parties may agree to have progress reports at less-regular intervals.

Section 5. Compliance. County acknowledges that GCHP's funds come from ARPA through DHCS and the HCBS and that GCHP may have other regulatory requirements as a result of its role as a Medi-Cal managed care plan. County agrees to cooperate with GCHP in providing any information required by any federal or State regulatory agencies or to fulfill the requirements of ARPA. GCHP agrees to, upon request, provide County with information related to funding source or regulatory compliance. Additionally, the Parties agree that the intent of the Parties is to utilize the funding in accordance with all applicable funding and regulatory requirements.

Section 6. Thrive Grove Project Expenditures. All funds shall be expended for the Thrive Grove Project no later than December 31, 2030. For purposes of this section "expend" shall mean that the funds are committed for project use. If Thrive Grove Project funds are not expended by this deadline, then the County and GCHP shall confer and attempt to identify and agree upon alternate projects in Ventura County to which to reallocate any unexpended Thrive Grove Project funds under this Amended and Restated Funding Agreement.

Section 7. Knoll Project Expenditures. All funds shall be expended for the Knoll Project no later than December 31, 2030. For purposes of this section "expend" shall mean that the funds are committed for use. All funds not expended by this deadline shall be returned to GCHP.

Section 8. Timely Completion.

a. County shall begin providing recuperative care services at the Knoll Project no later than November 30, 2027. In the event that construction delays or other unforeseen circumstances prevent timely completion and operation, County may request that GCHP approve an extension of the completion time, which approval GCHP shall not unreasonably withhold. For purposes of this Section, GCHP shall approve an extension if County intends to complete the Knoll Project in good faith and is continuing to proceed in good faith toward completion.

b. City shall open the additional 20 beds at the Thrive Grove Project no later than December 31, 2030. In the event that construction delays or other unforeseen circumstances prevent timely completion and operation, County may request that GCHP approve an extension of the completion time, which approval GCHP shall not unreasonably withhold. For purposes of this Section, GCHP shall approve an extension if City intends to complete the Thrive Grove Project in good faith and is continuing to proceed in good faith toward completion.

Section 9. Abandonment of Project.

a. If the County Board of Supervisors does not approve the Knoll Project following completion of environmental review, or if the Knoll Project is not approved or otherwise developed to completion, then the County and GCHP shall confer and attempt to identify and agree upon alternate County projects to develop facilities providing the total of 50 recuperative care beds in Ventura County under this Amended and Restated Funding Agreement. Upon completion of the Knoll Project, and/or other alternative project(s) agreed upon by County and GCHP (which Knoll Project and potential alternative projects are referred to hereinafter as "Facility" and/or "Facilities" under this Amended and Restated Funding Agreement), and further provided that Facilities have been constructed providing the total of 50 recuperative care beds in Ventura County (exclusive of the Thrive Grove Project or County alternative projects selected pursuant to Section 9(b)) under this Amended and Restated Funding Agreement, the County shall continue to maintain any remaining unused portion of the \$9,100,000 Knoll Project portion of the GCHP payment in a segregated account and solely use the funds on furnishings or equipment, repair and maintenance, and/or operational needs of the Facilities until the GCHP payment is expended in full, or until the expenditure deadline set forth in Section 7 above, whichever occurs first. County shall maintain records documenting expenditure of the GCHP payment which shall be provided to GCHP upon request.

b. If the Thousand Oaks City Council does not approve the Thrive Grove Project following completion of environmental review, or if the Project is not approved or otherwise developed to completion, then the County and GCHP shall confer and attempt to identify and agree upon alternate projects in Ventura County under this

Amended and Restated Funding Agreement. Upon completion of the Thrive Grove Project, and/or other alternative project(s) agreed upon by County and GCHP, and further provided that such projects have been constructed providing the total of 20 beds in Ventura County (exclusive of the Knoll Project or alternative Facilities) under this Amended and Restated Funding Agreement, the County shall continue to maintain any remaining unused portion of the \$900,000 Thrive Grove Portion of the GCHP payment in a segregated account and solely use the funds on furnishings or equipment, repair and maintenance, and/or operational needs of Thrive Grove or alternative projects until the GCHP payment is expended in full, or until the expenditure deadline set forth in Section 6 above, whichever occurs first. County shall maintain records documenting expenditure of the GCHP payment which shall be provided to GCHP upon request.

Section 10. Reduction of Beds.

a. GCHP is providing the \$9,100,000 payment to the County for the purpose of funding the development of Knoll Project or alternate Facilities to provide a total 50 recuperative care beds in Ventura County, which equals funding of \$182,000 per bed. In the event that County modifies the Knoll Project, or is otherwise unable to expend the payment to develop a total of 50 recuperative care beds by the deadline set forth in Section 7 above, including at alternative Facilities agreed upon by the Parties pursuant to Section 9(a) above, County shall return to GCHP a proportional share of the funds calculated at \$182,000 for each bed fewer than 50 total beds at all Facilities that are developed.

b. GCHP is providing the \$900,000 payment to the County for the benefit of the City to fund the development of Thrive Grove Project or alternative projects to provide a total of 20 transitional housing beds in Ventura County, which equals funding of \$45,000 per bed. In the event that the City modifies the Thrive Grove Project, or is otherwise unable to expend the payment to develop a total of 20 beds by the deadline set forth in Section 6 above, including alternative projects agreed upon by the Parties pursuant to Section 9(b) above, County shall return to GCHP a proportional share of the funds calculated at \$45,000 for each bed fewer than 20 total beds at all projects that are developed.

Section 11. Access to Recuperative Care. County acknowledges that GCHP is entering into this Amended and Restated Funding Agreement for the purpose of increasing access to recuperative care and transitional housing services for GCHP Members and residents who are eligible to become GCHP Members. As such, County shall ensure that GCHP Members and uninsured individuals that are eligible for GCHP Membership are not denied access to services at the Thrive Grove Project or Knoll Project or are not given lower priority of access than other individuals. To the extent that the services at the Thrive Grove Project or Knoll Project are operated under contract, County and City, as applicable, shall pass through this requirement to the contract service provider.

Section 12. GCHP Access to Facility. [RESERVE]

Section 13. Change of Use of Knoll Project.

a. By accepting funding from GCHP for the Knoll Project, County commits to ensure operation of the Knoll Project or alternate Facilities selected pursuant to Section 9(a) above as providing at least 50 total recuperative care beds, or a mutually beneficial alternative use as may be agreed upon by the Parties, for 20 years from the commencement of recuperative care operations at each respective Facility. If County conveys or converts the Knoll Project or alternate Facilities to another use prior to the end of this 20-year period thereby reducing the total number of recuperative care beds at all such Facilities to less than 50, the Parties shall negotiate and attempt to reach agreement on a mutually beneficial change of use. In the event the Parties do not reach agreement on a mutually beneficial change of use, County shall return to GHCP a proportional amount of the funds as described in subsection (b) below. For purposes of this Section, “convey” means that either (1) County sells a Facility for value without restricting future use of the Facility, or (2) County enters into a lease of a Facility that does not restrict the use to a recuperative care facility. In the event that County sells or leases a Facility with the intent that it remain a recuperative care facility, or other agreed-upon mutually beneficial use, County shall record a regulatory agreement or other deed restriction and/or security interest that shall be enforceable by GCHP.

b. If County owes a payment to GCHP under this Section, the payment shall be calculated as follows: (1) the percentage of time that County did not meet its 20-year commitment for each bed fewer than 50 total beds at all Facilities (rounded to the next month) and; (2) multiplying that percentage by an initial amount \$182,000 per deficient bed as reduced for depreciation purposes by five (5) percent per year or fraction thereof. For example, if County conveys a Facility at the end of year 10 resulting in the loss of 50 beds, and the Facility would not be used for an alternative mutually beneficial use as agreed upon by the Parties at that time, County would owe GCHP \$2,275,000 calculated as follows: 50% [percentage reduction from 20-year commitment] x (\$91,000 [depreciated value per bed] x 50 deficient beds). Such payment shall be made to GCHP within sixty (60) calendar days after GCHP’s notice of demand for repayment.

Section 14. Change of Use of Thrive Grove Project.

a. By accepting funding from GCHP, County commits to ensure operation of the Thrive Grove Project or alternate project selected pursuant to Section 9(b) above as providing at least 20 additional beds of transitional housing, or a mutually beneficial alternative use as may be agreed upon by the Parties, for 10 years from the commencement of operations. If the City conveys or converts the Thrive Grove Project or the County conveys or converts an alternate project to another use prior to the end of this 10-year period thereby reducing the total number of expanded beds at all such projects to less than 20, the Parties shall negotiate and attempt to reach agreement on a mutually beneficial change of use. In the event the Parties do not

reach agreement on a mutually beneficial change of use, County shall return to GHCP a proportional amount of the funds as described in subsection (b) below. For purposes of this Section, “convey” means that either (1) City sells a project property for value without restricting future use, or (2) City enters into a lease of a project property that does not restrict the use to a transitional housing facility. In the event that City sells or leases a project property with the intent that it remain a transitional housing facility, or other agreed-upon mutually beneficial use, the County will require the City to record a regulatory agreement or other deed restriction and/or security interest that shall be enforceable by GCHP.

b. If County owes a payment to GCHP under this Section, the payment shall be calculated as follows: (1) the percentage of time that County/City did not meet its 10-year commitment for each bed fewer than 20 total beds at the Thrive Grove Project or alternate project selected pursuant to Section 9(b) (rounded to the next month) and; (2) multiplying that percentage by an initial amount \$45,000 per deficient bed as reduced for depreciation purposes by ten (10) percent per year or fraction thereof. For example, if the City conveys a project property at the end of year 5 resulting in the loss of 20 beds, and the property would not be used for an alternative mutually beneficial use as agreed upon by the Parties at that time, County would owe GCHP \$225,000 calculated as follows: 50% [percentage reduction from 10-year commitment] x (\$22,500 [depreciated value per bed] x 20 deficient beds). Such payment shall be made to GCHP within sixty (60) calendar days after GCHP’s notice of demand for repayment.

Section 15. Relationship of Parties. Nothing in this Amended and Restated Funding Agreement shall be interpreted or understood by either of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and GCHP or GCHP’s agents, employees, or contractors regarding the subject matter hereof. The County shall be solely responsible for its own acts and those of its agents and employees regarding the development, construction, and operation of the Knoll Project, Thrive Grove Project, or alternate Facilities or projects referred to herein.

Section 16. Defense and Indemnification. The County agrees to indemnify, protect, hold harmless, and defend (by counsel satisfactory to GCHP) GCHP and its agents from and against any and all third-party suits, actions, claims, causes of action, costs, demands, judgments, and liens arising out of or related to this Amended and Restated Funding Agreement including the development, construction, and operation of the Knoll Project, Thrive Grove Project, or alternate Facilities or projects referred to herein, except to the extent caused by GCHP’s sole active negligence or willful misconduct.

Section 17. Prevailing Wages. The County agrees and acknowledges that funding from GCHP constitutes public funds and all construction, alteration, demolition, installation, repair, or maintenance work performed as part of the project will be subject to the payment of prevailing wages in accordance with Labor Code section 1720 et seq.,

1770 *et seq.*, and implementing regulations (the “Prevailing Wage Laws”). In contracting for any public work related to the project that is the subject of this Amended and Restated Funding Agreement, County shall ensure that the contracts, and all subcontracts, include express language requiring compliance with the Prevailing Wage Laws. GCHP shall not be considered an “awarding body” or a “hiring party” for purposes of the Prevailing Wage Laws or in any filings with the Department of Industrial Relations related to the Prevailing Wage Laws.

Section 18. Payment Bond. County shall ensure that all contractors and subcontractors deliver a payment bond where required by law, in accordance with Civil Code sections 9550 *et seq.* and Labor Code section 1771. In addition to its other defense and indemnification obligations under this Amended and Restated Funding Agreement, County shall further defend and indemnify GCHP for any costs related to any stop payment notice issued to GCHP by any contractor, subcontractor, supplier, or other person or entity working on the Project.

Section 19. Notices. Formal notices between the County and GCHP shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the County and GCHP as follows:

County of Ventura:	Gold Coast Health Plan:
County of Ventura	Ventura County Medi-Cal Managed Care Commission
County Executive Office	DBA: Gold Coast Health Plan
Attn: Dr. Sevet Johnson	Attn: Felix L. Nuñez, MD, MPH
800 S. Victoria Ave., L1940	711 E Daily Dr # 106
Ventura, CA 93009	Camarillo, CA 93010
(805) 654-3656 (TEL)	

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

Section 20. Specific Performance. The Parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Amended and Restated Funding Agreement and should be available to both Parties.

Section 21. Audit. GCHP may, at its own cost and expense, perform an audit of the funds and expenditures at any time that County holds the funds until four years following the final expenditure. County shall cooperate with any audit and shall allow access during normal business hours and with reasonable advance notice to all relevant records for the purpose of completing any audit.

Section 22. No Third-Party Beneficiaries. This Amended and Restated Funding Agreement is intended for the benefit of the Parties hereto and their successors, and not for the benefit of, nor may any provision hereof be enforced by, any other person including but not limited to the City.

Section 23. Publicity.

- a. In all written materials for public distribution prepared in association with construction of facilities funding through this Amended and Restated Funding Agreement, County and City, as applicable, shall include the following statement: "This project is funded in part by Gold Coast Health Plan and will benefit low-income and uninsured residents of Ventura County."
- b. County and City, as applicable, shall name GCHP as founding donor in all communications relating to any project funded through this Amended and Restated Funding Agreement.
- c. Permanent signage recognizing GCHP will be posted in a conspicuous location at or near the entrance of any facilities funded through this Amended and Restated Funding Agreement; this signage will recognize GCHP as a founding donor or language to that effect.
- d. In using any GCHP trademarks or logos, County and City, as applicable, shall comply with GCHP's branding policies. If mutually agreed, GCHP and County will prepare and issue joint press releases that recognize GCHP's contribution and its importance to addressing community needs.
- e. GCHP may include information regarding this Amended and Restated Funding Agreement on GCHP's external website.
- f. County and direct project partners, if any, will include information (in a form approved by GCHP) regarding this Amended and Restated Funding Agreement on their external websites and on any associated or affiliated websites, and include a link to GCHP's website.

Section 24. Termination with Cause.

a. At GCHP's sole discretion, GCHP may terminate this Amended and Restated Funding Agreement for cause if it demonstrates that: (a) funds were used for any purpose other than those specified under this Amended and Restated Funding Agreement; (b) County is unable to carry out the purposes of this Amended and Restated Funding Agreement; or (c) County fails to comply with a material obligation of this Amended and Restated Funding Agreement, including but not limited to providing GCHP with timely and accurate expenditure reporting pursuant to Section 3 above.

b. Prior to terminating this Amended and Restated Funding Agreement for cause GCHP shall: (1) first meet and confer with County regarding the noncompliance in a good faith attempt to resolve the issue; (2) next provide County with written notice, pursuant to Section 19, specifying the noncompliance and providing County with at least sixty (60) calendar days to cure; and (3) if the County fails to cure within the specified period, which may be extended by GCHP at its sole discretion, GCHP must then provide County with a written notice of termination for cause pursuant to Section 19.

c. If the Amended and Restated Funding Agreement is terminated for cause County shall, within sixty (60) calendar days of receipt of the notice of termination: (1) reimburse GCHP any unexpended funds if the termination occurs prior to the expenditure deadline set forth in Section 6 and/or 7; and/or (2) repay any funds that GCHP has demonstrated were not used by County for purposes authorized in this Amended and Restated Funding Agreement

Section 25. Amendments. No amendment, alteration or variation of the terms or conditions of this Amended and Restated Funding Agreement shall be valid unless agreed to in writing by the Parties.

Section 26. Entire Understanding of the Parties. This Amended and Restated Funding Agreement constitutes the entire understanding and agreement of the Parties with respect to all matters stated herein, and supersedes and replaces in its entirety the original Funding Agreement between the Parties.

Section 27. Multiple Originals; Counterpart. This Amended and Restated Funding Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts, including with electronic signatures.

WHEREFORE, this Amended and Restated Funding Agreement has been entered into by the undersigned as of the Effective Date.

County of Ventura

Gold Coast Health Plan

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date