

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Behavioral Health And Recovery Services BOARD AGENDA #: \*B-2

AGENDA DATE: April 5, 2016

**SUBJECT:**

Approval of a Second Amendment to the Agreement with Central Star Behavioral Health, Inc. for the Provision of Acute Psychiatric Services for Youth with Serious Emotional Disorders for Fiscal Year 2015-2016

**BOARD ACTION AS FOLLOWS:**

No. 2016-159

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Behavioral Health And Recovery Services      BOARD AGENDA #: \*B-2  
Urgent       Routine       7/8      AGENDA DATE: April 5, 2016

CEO CONCURRENCE: *ph*      4/5 Vote Required: Yes       No

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**SUBJECT:**

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**STAFF RECOMMENDATIONS:**

1. Approve a second amendment to the agreement with Central Star Behavioral Health, Inc. for the provision of acute psychiatric services for youth with serious emotional disorders through the end of Fiscal Year 2015-2016.
  
2. Authorize the Behavioral Health Director, or her designee, to sign the amendment with Central Star Behavioral Health, Inc. to provide acute psychiatric services for youth with serious emotional disorders for the Fiscal Year 2015-2016.

**DISCUSSION:**

Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for the provision of Medi-Cal Specialty Mental Health Services, including acute psychiatric hospitalization services. Central Star Behavioral Health, Inc. provides acute psychiatric services to adolescents with serious emotional disorders. Youth, who are twelve years through seventeen years of age, may be admitted to this facility. The goal of this placement is to alleviate the youth's acute psychiatric symptoms and to return them to a less restrictive level of care.

On June 12, 2015, BHRS entered into an Agreement with Central Star Behavioral Health, Inc., a newly opened Psychiatric Health Facility, to provide acute psychiatric services for minors with serious emotional disorders at a rate of \$844 per day, with a contract limit of \$50,000. As this was a new agreement with this provider, a conservative estimate was used in developing the contract maximum. The services provided by Central Star Behavioral Health, Inc. have filled a much needed gap in care for adolescents in our community. The facility, located in Fresno, is closer than the facility in Bakersfield that was frequently used in the past.

In November 2015, BHRS staff analyzed the contract expenditures to date and determined that the initial contract amount would be insufficient to cover additional expenses projected for the remainder of the fiscal year. On December 8, 2015, the Board of Supervisors approved an increase to the initial agreement, from \$50,000 to \$200,000. Staff has continued to monitor and analyze the usage of this facility. The number of youth requiring acute psychiatric hospitalization has continued to increase at a higher rate than previously projected. In fact, since December 2015, admissions to Central Star from Stanislaus County have tripled;

Approval of a Second Amendment to the Agreement with Central Star Behavioral Health, Inc. for the Provision of Acute Psychiatric Services for Youth with Serious Emotional Disorders for Fiscal Year 2015-2016

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however, beginning in March, 2016, no referrals to Central Star have been made to ensure usage does not exceed budget authority. In order to continue to access this treatment facility, it is requested to amend the agreement with Central Star.

**POLICY ISSUE:**

The Central Star PHF provides a critical service and will accept all the County's referrals regardless of the severity of their mental health issue, so long as there is an available bed. This results significantly fewer children waiting in hospital emergency rooms for placement. Additionally, the proximity of this facility reduces transportation time and expense for the County and client families.

**FISCAL IMPACT:**

The current agreement with Central Star Behavioral Health, Inc. is approved at \$200,000. The recommended amendment would increase the agreement by \$250,000, due to the significant increase in referrals, establishing a new contract maximum of \$450,000. The increased cost of the amendment will be funded equally from Mental Health Medi-Cal Federal Financial Participation (FFP) and existing appropriations in the Fiscal Year 2015-2016 Final Budget funded from 1991 realignment revenue.

<b>Cost of recommended action:</b>		\$ 250,000
<b>Source(s) of Funding:</b>		
1991 Realignment	\$125,000	
Federal Financial Participation	125,000	
<b>Funding Total:</b>		\$ 250,000
<b>Net Cost to County General Fund</b>		\$ -

<b>Fiscal Year:</b>	2015-2016
<b>Budget Adjustment/Appropriations needed:</b>	No

<b>Fund Balance as of 1/31/2016</b>	
Managed Care	\$0
Behavioral Health and Recovery Services	\$12,336,000

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions support the Board's priorities of A Healthy Community, Effective Partnerships, and Efficient Delivery of Public Services by contracting with mental health providers to deliver the needed services at an appropriate level of care in the most cost effective manner.

**STAFFING IMPACT:**

Existing staff will provide contract oversight and monitoring.

Approval of a Second Amendment to the Agreement with Central Star Behavioral Health, Inc.  
for the Provision of Acute Psychiatric Services for Youth with Serious Emotional Disorders for  
Fiscal Year 2015-2016

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**CONTACT PERSON:**

Madelyn Schlaepfer, Ph.D., Behavioral Health Director      Telephone: (209)525-6205

**ATTACHMENT(S):**

1. Second Amendment with Central Star Behavioral Health, Inc.

# Attachment 1

Central Star Behavioral Health, Inc.

Second Amendment

1 SECOND AMENDMENT

2  
3 THIS SECOND AMENDMENT to the Agreement dated July 1, 2015 by and between the  
4 **COUNTY OF STANISLAUS ("COUNTY")**, and **CENTRAL STAR BEHAVIORAL HEALTH,**  
5 **Inc. ("CONTRACTOR")** is made and entered into this 5<sup>th</sup> day of April, 2016.  
6

7 WHEREAS, COUNTY and CONTRACTOR entered into the above Agreement dated July 1,  
8 2015 for CONTRACTOR to provide acute inpatient psychiatric care for youth ages twelve (12)  
9 through eighteen (18) years; and

10 WHEREAS, COUNTY has experienced an increased need for these services and  
11 CONTRACTOR has agreed to provide the additional services.

12 WHEREFORE, in consideration of the mutual promises, covenants, terms and conditions  
13 hereinafter contained, the Agreement is amended second time to increase the contract maximum  
14 amount by \$250,000, from \$200,000 to \$450,000. This amendment is incorporated into the  
15 Agreement as follows:

- 16 I. Revised Agreement, Section 4, Compensation, Item B is hereby deleted and replaced with the  
17 following:  
18 B. The maximum contract amount for the initial operational term (July 1, 2015 through June  
19 30, 2016) period shall not exceed Four Hundred Fifty Thousand and No/100 Dollars  
20 (\$450,000.00). Maximum contract years for additional operational terms are included in  
21 Exhibit A, Statement of Work.  
22 II. All other terms and conditions of said Agreement and Exhibits shall remain in full force and  
23 effect.

24 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first  
25 hereinabove written.

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27 (SIGNATURES SET FORTH ON FOLLOWING PAGE)  
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ATTEST:

**CENTRAL STAR BEHAVIORAL  
HEALTH, INC.**

**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

By \_\_\_\_\_

By *Madelyn Schlaepfer*

Print Name: Kent Dunlap  
Title: Senior President & COO

Print Name: Madelyn Schlaepfer, Ph.D.  
Title: Director, Behavioral Health &  
Recovery Services

Approved as to Form:  
John P. Doering

By *Marc Hartley*

Print Name: Marc Hartley  
Title: Deputy County Counsel

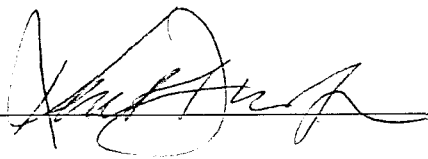
*2016-159 April 5, 2016*

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ATTEST:

**CENTRAL STAR BEHAVIORAL  
HEALTH, INC.**

**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

By  \_\_\_\_\_

By \_\_\_\_\_

Print Name: Kent Dunlap  
Title: President & CEO

Print Name: Madelyn Schlaepfer, Ph.D.  
Title: Director, Behavioral Health &  
Recovery Services

Approved as to Form:  
John P. Doering

By \_\_\_\_\_

Print Name: Marc Hartley  
Title: Deputy County Counsel

*2016-159 April 5, 2016*



**YOUTH ACUTE INPATIENT PSYCHIATRIC SERVICES  
Psychiatric Health Facility (PHF)  
Scope of Work**

**ORGANIZATION:** Central Star Behavioral Health, Inc.

**ADDRESS:** 1501 Hughes Way, Suite 150, Long Beach, CA 90810

**SITE ADDRESS:** 4411 E. Kings Canyon Road, Fresno, CA, 93702

**SERVICES:** **Psychiatric Health Facility**

**PROJECT DIRECTOR:** Kent Dunlap, Senior Vice President  
**Phone Number:** (310) 221-6336 ext. 125

**CONTRACT PERIOD:** July 1, 2015 – June 30, 2016 with an option for five (5) twelve (12) month renewals (operational period)

**CONTRACT AMOUNT:** \$450,000 FY 2015-16  
FY 2016-17  
FY 2017-18  
FY 2018-19  
FY 2019-20  
FY 2020-21

**SCHEDULE OF SERVICES:**

CONTRACTOR shall operate the youth Psychiatric Health Facility (PHF) 24 hours per day, seven (7) days per week. The PHF shall be located at 4411 E. Kings Canyon Road, Fresno, CA 93702.

**TARGET POPULATION:**

The target population will include youth twelve (12) years of age up to 18 years of age, who may be admitted on a voluntary or involuntary basis. These clients will include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured clients who are referred by the Department of Behavioral Health and Recovery Services (DBHRS).

**PROJECT DESCRIPTION:**

CONTRACTOR will implement a youth Psychiatric Health Facility (PHF). Program goal of the PHF is to provide acute psychiatric hospitalization, coordinated discharge planning and effective linkages to post-hospital outpatient mental health treatment programs and other supportive services for youth and their families.

CONTRACTOR will perform a utilization review of all admissions to determine that the documentation demonstrates that medical necessity criteria, as defined by the California Department of Health Care Services. The 16 bed facility will be licensed by the State of California, Department of Health Care Services (DHCS), and meet all regulations required for operating a psychiatric health facility W&I Code 4080 Article 3; Health and Safety Code 1250.2 and meet Medi-Cal certification by the County.

CONTRACTOR shall be responsible to submit by mail or email all Client Service Information, admission data and billing information to COUNTY and will be responsible for any and all DHCS audit exceptions pertaining to the delivery of services. The CONTRACTOR will also be responsible for the mandated reporting of patient information and admission/discharge data and other required reports to the Office of State Health Planning and Development (OSHPD), the California Department of Health Care Services, and meet the submission deadlines on June 30 and December 31 each calendar year.

**CONTRACTOR'S RESPONSIBILITIES:**

**A. GOALS**

1. Management and alleviation of client's acute psychiatric symptoms to prevent clients from requiring inpatient services and use a less restrictive level of care.
2. Clinical program recovery/strength based with appropriate professional staffing on a 24 hour, 7 day a week basis.
3. Safe, secure and structured environment that promotes the clients wellness and recovery, including connections to family and community.
4. Comprehensive multi-disciplinary evaluation and client-centered care plan for each client.
5. Dietary services through the availability of nourishment or snacks in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077. A dietician will be utilized for menu planning and assessment for dietary special needs, consistent with Title 22 requirements.
6. Admission procedures will be in place for voluntary and involuntary clients.
7. Treatment Planning – The Psychiatric Health Facility staff will provide the following services captured in written assessment and care plans:
  - a. Mental Status Examination
  - b. Medical Evaluation
  - c. Psycho-Social Assessment
  - d. Nursing Assessment
  - e. Multi-Disciplinary Milieu Treatment Program
  - f. Individualized Focused Treatment Planning
  - g. Aftercare Planning
8. Staffing
  - a. The staffing pattern and all staff working at the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations for Psychiatric Health Facilities. All staff, which requires state licensure or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.

- b. All facility staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the SBHG Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must complete a Fresno County Provider Application and be credentialed by the Fresno County Credentialing Committee. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Lives can) executed.
  - c. Peer and/or Family Support staff will help to educate, support and advocate on behalf of children, youth and their families during the hospitalization and will assist with discharge planning and the transition to follow-on care.
9. Medical Records and Mandated Reporting:
- a. CONTRACTOR utilizes an Electronic Medical Record (EMR), MyEvolv by NetSmart. All services will be documented in the EMR.
  - b. The CONTRACTOR will be responsible for "release of information" requests for the PHF and shall adhere to applicable federal and state regulations.
  - c. The CONTRACTOR will report information and admission/discharge data to the Office of Statewide Health Planning and Development and meet the submission deadlines of June 30 and December 31 each calendar year.
10. Organized Clinical Staff - clinical staff will be licensed psychiatrists, primary care physicians, and psychologists with appropriate education, credentialing and experience.
11. Pharmaceutical and Medication Services – controls traditional to PHF's for pharmaceutical and medication services will be reflected. CONTRACTOR will have policies, procedures and physician/nursing protocols in place regarding medication labeling, storage/security, orders, use of med carts, administration, polypharmacy, and monitoring response will observed.
12. Physical Health Care – CONTRACTOR will contract with a primary care physician and a registered dietician. CONTRACTOR will provide a full health history upon admission. CONTRACTOR will have a written agreement with one or more acute care hospitals to provide services for youth requiring additional needed services.
13. Schedule of Active Therapies - CONTRACTOR shall provide a daily schedule of therapeutic activities that will be provided as part of the clinical treatment program. The schedule shall include wellness education with motivational support, psycho-social and life skill building groups on varied topics, family therapy, creative expressive arts, recreational and fitness programs. The treatment team is expected to schedule clients participation activities tailored to each client's individual needs. There will also be daily meetings among the

staff and youth for general education and guidance about unit activities and to collectively address milieu living issues.

14. Utilization Review, Billing and Cost Report:

- a. All admissions of County Medi-Cal Patients under this Agreement shall meet applicable Title 9 criteria, including without limitation Medi-Cal criteria for medical necessity as defined in Title 9, CCR §§ 1774 and 1820.205, as certified by a psychiatrist.
- b. Pursuant to Title 9, CCR §1840.112, a signed "Claims Certification and Program Integrity, " in the form attached hereto as Exhibit K , must accompany each Medi-Cal Treatment Authorization Request ("TAR"). This certification must be signed by a duly authorized official of Contractor.
- c. For the Covered Services provided to Medi-Cal adult beneficiaries of Stanislaus County, Contractor shall submit a TAR with appropriate chart documentation to County's Utilization Management Unit, 800 Scenic Drive, Modesto, CA 95350. For the Covered Services provided to adult indigent uninsured residents of Stanislaus County, Contractor shall also submit a TAR, clearly noting "UNINSURED PATIENTS", with appropriate chart documentation to County's Utilization Management Unit at the above address. CONTRACTOR will have 14 days from the date of discharge to submit the Treatment Authorization Request (TAR) per CCR Title 9. A TAR must accompany every chart. For a patient who has administrative days there will be two TARs submitted: one for the acute days and one for the administrative days. COUNTY has 14 days from the receipt of the TAR to fax the TAR back to CONTRACTOR notifying CONTRACTOR of the approved/denied days based on medical necessity per Title 9.
- d. CONTRACTOR shall notify the Department of any admission of a COUNTY client within 24 hours. The notification method shall be mutually acceptable by both COUNTY and CONTRACTOR. The point of contact will be the COUNTY'S Utilization Management Office for notification of admissions.
- e. CONTRACTOR shall be responsible to insure that documentation in the client's medical record meets medical necessity criteria for the hours of service submitted to County for reimbursement by federal intermediaries, third-party payers and other responsible parties. The point of contact for notification of patients who become voluntary will be the COUNTY'S Utilization Management department. The patient must continue to meet medical necessity.
- f. CONTRACTOR shall be responsible to insure that documentation in the client's medical record meets Administrative Day criteria for the hours of service submitted to County for reimbursement by County. The COUNTY must be notified when a patient is placed on Administrative leave. The point of contact for the use of Administrative days will be the COUNTY'S Utilization Management department.

- g. CONTRACTOR shall submit by mail or email all mental health data and billing information to the COUNTY and will be responsible for any and all audit exceptions by DHCS pertaining to the delivery of services.
- h. CONTRACTOR shall submit a complete and accurate State of California Department of Health Care Services Short (DHCS)/Doyle Medi-Cal Cost Report for each fiscal year ending June 30<sup>th</sup> affected by the proposed agreement within 90 days following the end of each fiscal year.
- i. CONTRACTOR shall insure that cost reports are prepared in accordance with general accounting principles and the standards set forth by the DHCS and the COUNTY.

15. Patients' Rights and Certification Review Hearings

- a. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with section 70707 of Title 22 of the California Code of Regulations and section 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations section 438.100.
- b. CONTRACTOR shall allow access to COUNTY clients by the Patients' Rights Advocate designated by the COUNTY.
- c. CONTRACTOR shall conduct Mental Health Certification Review Hearings in accordance with regulations in a location within the facility that allows for confidentiality and is compatible with and is least disruptive to the treatment being provided to the COUNTY patient.

16. Grievances and Incident Reports - CONTRACTOR shall log all grievances and the disposition of all grievances received from a client or a client's family in accordance with Fresno County Mental Health Plan policies and procedures as indicated within Exhibit H. CONTRACTOR shall provide a summary of the grievance log entries concerning County-sponsored clients to the DBHRS Director upon request in a format that is mutually agreed upon. CONTRACTOR shall post signs, provided by the COUNTY, informing clients of their right to file a grievance and appeal.

CONTRACTOR shall notify COUNTY of all incidents or unusual occurrences reportable to state licensing bodies that affect COUNTY clients within twenty-four (24) hours of the business day following the incident. The CONTRACTOR shall use the Incident Report form as indicated within Exhibit I for such reporting.

Within fifteen (15) days after each grievance or incident affecting COUNTY - sponsored clients, CONTRACTOR shall provide COUNTY with the complaint and CONTRACTOR'S disposition of, or corrective action taken to resolve the complaint or incident.

Within fifteen (15) days after CONTRACTOR submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after CONTRACTOR receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY.

**B. OBJECTIVES**

1. Safe and Secure Environment - to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with acute psychiatric disorder. All client care staff will be trained and certified by a nationally recognized assault crisis training that is principally focused on crisis prevention and de-escalation.
2. Provide the appropriate type and level of staffing to provide for a clinical effective program design.
3. Provide an intensive treatment program which has individualized client care plans.
4. Stabilize consumers as soon as possible in order to assist them in their recovery from mental illness.
5. Effectively partner with other COUNTY programs in accepting COUNTY consumers for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to insure appropriate ongoing outpatient specialty mental health treatment services are provided.
6. Identify COUNTY consumers with frequent admissions during the fiscal year and to develop strategies with other COUNTY and community agencies to reduce readmissions.
7. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist consumers to be discharged to the more appropriate level of care.
8. Integrate mental health and substance abuse services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. The CONTRACTOR shall perform the following:
  - a. Conduct an ongoing agency self-survey using the COMPASSTM (Co-Morbidity Program Audit and Self-Survey for behavioral health services), using the recommended focus group process to engage staff of all levels in the conversation.
  - b. Develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be ACHIEVABLE and REALISTIC for the program, based on the self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:
    1. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
    2. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;

3. Improvement in routine integrated screening, and identification in the data system of how many clients served have co-occurring issues;
4. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification, and
5. Documentation of coordination of care with collaborative mental health and/or substance abuse providers for each client.

**C. REGARDING CULTURAL AND LINGUISTIC COMPETENCE REQUIREMENTS**

CONTRACTOR shall provide services as stated in section 27 of the Agreement.

**D. REGARDING DIRECT ADMISSIONS TO THE PHF FROM COUNTY DBHRS PROGRAMS OR ITS CONTRACTED PROVIDERS, THE CONTRACTOR AGREES TO THE FOLLOWING:**

1. To allow direct admits from COUNTY DBHRS programs or its contracted providers when PHF beds are available.
2. Said direct admits shall not require medical clearance. However, in the event a referred client is known to possess a contagious medical condition, said patient shall be medically cleared by a local hospital prior to admission to the PHF operated by CONTRACTOR.

**E. Regarding the provision of court testimony related to PHF patients, CONTRACTOR agrees to the following:**

CONTRACTOR'S appropriate staff shall provide court testimony relevant to PHF clients when required.

**COUNTY RESPONSIBILITIES**

**COUNTY shall:**

1. Provide oversight (through the County Department of Behavioral Health and Recovery Services (DBHRS), Children's Mental Health Division Manager or designee) of the CONTRACTOR'S PHF program. In addition to contract monitoring of program(s), oversight includes, but not limited to, coordination with the State Department of Health Care Services in regard to program administration and outcomes.
2. Assist the CONTRACTOR in making linkages with the total mental health system. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
3. Participate in evaluating the progress of the overall program and the efficiency of collaboration with the CONTRACTOR staff and will be available to the contractor for ongoing consultation.
4. Receive and analyze statistical outcome data from CONTRACTOR throughout the term of contract on a monthly basis. DBH will notify the CONTRACTOR when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining required information.

5. Recognize that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.