

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

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE February 26, 2013

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Amendment to the Agreement with Telecare Corporation for Expanded Mental Health Services

STAFF RECOMMENDATIONS:

1. Approve the amendment to the agreement with Telecare Corporation to provide services to adults with serious mental illness through the end of Fiscal Year 2012-2013.
2. Authorize the Behavioral Health Director, or her designee, to sign the amendment with Telecare Corporation.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to this agreement to add services and payment for services up to \$75,000, budget permitting, throughout Fiscal Year 2012-2013.

FISCAL IMPACT:

This amendment increases the existing contract by \$497,664 for a total contract amount of \$3,603,624 through June 30, 2013. Funding for this amendment is through the Mental Health Services Act allocation, which is 100% State funded. Appropriations and estimated revenue for this amendment have already been included in the Department's Fiscal Year 2012-2013 Adopted Final Budget. Full funding to continue these services into Fiscal Year 2013-2014 will be included in the upcoming Recommended Proposed Budget. There is no impact to the County General Fund associated with this amendment.

BOARD ACTION AS FOLLOWS:

No. 2013-77

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Elizabeth King

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk BY: Deputy

File No.

DISCUSSION:

As reported previously to the Board of Supervisors, Behavioral Health and Recovery Services (BHRS) has experienced a dramatic increase in psychiatric hospitalizations during this past calendar year. In previous years, the average daily census for hospitalization at local and out-of-county hospitals was approximately 19 individuals per day, both adults and adolescents. This number has been steadily increasing since December 2011 and has at times been over 40 inpatient hospitalizations per day. At the same time, the percentage of uninsured individuals has increased from approximately 51% to 54%. The County has 100% fiscal responsibility for uninsured patients, so any increase in the percentage is an impact to the Department and County. Department staff has been meeting regularly to identify trends that may be contributing to this phenomenon. While the economy does play a large role, no one factor stands out. However, it has been determined that this trend is statewide.

Over the past year, the Chief Executive Office, BHRS, Doctors Medical Center and other stakeholders met and began a new working relationship that focused on the capacity issues and growing need for secure 24/7 programs to meet the County's mandated obligations. This group identified both short and long-term issues related to the need for secure 24/7 mental health services and programs that surround such services. Throughout this planning process, emphasis has been focused on recovery-centered care and on creating an opportunity for each consumer to be at the least restrictive setting with the proper set of support services that will sustain recovery beyond hospitalization. The result of this effort is a Strategic Plan that addresses inpatient needs and identifies systems issues surrounding 24/7 secure mental health services that could assist in avoiding hospitalization and reduce recidivism. The Strategic Plan was adopted by the Board of Supervisors on November 13, 2012.

On January 29, 2013, the Department presented an update to its Mental Health Services Act (MHSA) plan to the Board of Supervisors that included several strategies to enhance aftercare services for consumers who are unserved or underserved. Appropriate follow-up care from the psychiatric inpatient hospital will reduce readmissions to the psychiatric hospital. In addition, there should be fewer readmissions to emergency rooms and fewer psychiatric patients at those sites. The strategies proposed included services to be provided by both BHRS staff and through an amendment to an existing contract.

Central to the plan is establishment of a voluntary discharge team that will:

- a. Offer outreach to consumers who are receiving services in acute psychiatric settings;
- b. Provide information on resources that are available and offer support and transportation for post discharge needs including mental health and alcohol and drug assessments;

Approval of an Amendment to the Agreement with Telecare Corporation for Expanded Mental Health Services

Page 3

- c. Engage individuals during or immediately following discharge from acute care setting;
- d. Be available 24/7 on-call to respond to emergency contact needs of individuals with the intent to avoid re-admission and encourage use of alternative community based supports; and
- e. Develop a comprehensive database to track outcomes.

The Department has an existing Full Service Partnership (FSP) agreement with Telecare Corporation (Telecare) to provide a variety of intensive services to homeless individuals or those at risk of homelessness, and individuals who are uninsured. A FSP provides recovery centered intensive wraparound-style services to individuals to assist them to achieve and sustain stability in medical and psychiatric well being, end their homelessness, stabilize living situations, decrease social isolation and criminal justice involvement, and create new recovery practices that lead to individuals' goals for meaningful life activity such as employment and volunteerism. Telecare has the expertise to provide the services needed for the new discharge team and can move quickly to put these strategies into action. In addition, Telecare will enhance other outpatient services as follows:

- New FSP level services to 12 adults at the Modesto Recovery Services site;
- Increased services to 12 additional adults served by the Partnership Telecare Recovery Access Center (TRAC) team;
- Increased intensive (non-FSP) behavioral health services to 12 additional adults served through the Fast TRAC team; and
- Increased access to peer support and psychiatrist time.

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers to deliver the needed services at an appropriate level of care in a cost effective manner.

STAFFING IMPACT:

There is no staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Madelyn Schlaepfer, Ph.D., Behavioral Health Director, Telephone 525-6225.

**AMENDMENT
TO PROVIDER AGREEMENT**

This Amendment is made and entered into in the City of Modesto, State of California, by and between the County of Stanislaus (hereinafter referred to as "County"), and Telecare Corporation, a California Corporation, (hereinafter referred to as "Contractor"), effective the date of the last signature, for and in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, County has experienced a dramatic increase in psychiatric hospitalizations during the past calendar year and Contractor has agreed to provide additional services due to the rise in hospitalizations.

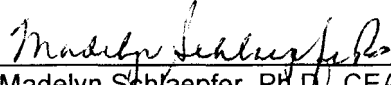
NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2012, is amended to increase the contract maximum amount by \$497,664, from \$3,105,960 to \$3,603,624. This amendment is incorporated into the Agreement as follows:

- I. Exhibit A, Section D, **BILLING AND PAYMENT**, of the Agreement is deleted in its entirety and replaced with a new Section D, the terms of which are attached to this Amendment.
- II. All other terms and conditions of Exhibit A of said Agreement shall remain in full force and effect.
- III. Exhibit A-1 is added to the Agreement, the terms of which are attached to this Amendment.
- IV. All other terms and conditions of said Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) shown below.

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

TELECARE CORPORATION



Madelyn Schaefer, Ph.D., CEAP Date
Behavioral Health Director

 2/19/13

Marshall D. Langfeld Date
Sr. Vice President, CFO

APPROVED AS TO CONTENT:

Elizabeth Oaks MFT 2/22/13
Date

Elizabeth Oaks, MFT
Chief, Adult System of Care

APPROVED AS TO FORM:

John P. Doering, County Counsel

John P. Doering

John P. Doering
County Counsel

BOS Action Item: 2013-77 Date: 2/26/2013

New Exhibit A, Section D

D. BILLING AND PAYMENT

1. In consideration of CONTRACTOR's provision of services required in Exhibit A, COUNTY shall reimburse CONTRACTOR , through the following funding source: State Mental Health Services Act – Community Services and Support, at the rate of \$258,830 per month, in arrears, for the actual costs associated with delivering the services required in Exhibit A, for each month of the Fiscal Year 2012-2013 not to exceed the maximum amount of \$3,105,960 (GL 5189060) for salaries, benefits and operating expenses.
2. In consideration of CONTRACTOR'S provision of services required in Exhibit A-1, COUNTY shall reimburse CONTRACTOR, through the following funding source: State Mental Health Services Act – Community Services and Support, at the rate of \$124,416 per month, in arrears, for the actual costs associated with delivering the services required in Exhibit A-1 for the months of March, April, May and June of 2013, not to exceed the maximum amount of \$497,664 (GL 5189060) for salaries, benefits, and operating expenses.
3. The maximum amount payable to the CONTRACTOR for the provision of services required in Exhibits A and A-1 of this Agreement shall not exceed \$3,603,624 during the term of this Agreement.
4. The amount stated in Exhibit A, Section D.1. above, includes \$54,624 for Co-Occurring Treatment at SRC referred to in Exhibit A, Section B.15. COUNTY shall bill CONTRACTOR for these services bi-annually.
5. The amount stated in Exhibit A, Section D.1. above, includes \$64,093 to sustain the Peer Advocacy Team referred to in Exhibit A, Section B.11. COUNTY shall bill CONTRACTOR for these services bi-annually.
6. The amount stated in Exhibit A, Section D.2. above, includes \$35,000 to provide housing services to the targeted population in this Agreement. CONTRACTOR shall obtain authorization from COUNTY prior to any placement to be paid by the \$35,000 in housing services funds included in this Agreement. If the COUNTY provides any of the housing services for the CONTRACTOR, the COUNTY shall bill CONTRACTOR for these services bi-annually.
7. CONTRACTOR shall provide COUNTY a semi-annual report of actual expenditures for the first six months of the fiscal year along with a projection of annual expenditures. In the event projected annual expenditures are less than the Agreement maximum, the monthly rate may be adjusted as agreed between both parties.
8. CONTRACTOR is expected to generate a minimum of \$650,000 in Federal Financial Participation (FFP), which is the basis for funding in excess of MHSA funds and shall be used to extend services. FFP shall be calculated using the

SMA, CONTRACTOR's published charges, or the CONTRACTOR's combined legal entity rate, whichever is less.

9. COUNTY and CONTRACTOR shall settle to CONTRACTOR's actual cost, in January 2014 deducting FFP revenue generated by CONTRACTOR in this program for FY 2012-2013, to arrive at a COUNTY net cost payment to CONTRACTOR not to exceed \$2,953,624.
10. Notwithstanding any other provision of this agreement, final settlement shall include direct and indirect costs, which may include operating income that is not allowable through Medi-Cal reimbursement, equal to the amount listed in CONTRACTOR's approved budget not to exceed COUNTY's net cost or the agreement maximum.
11. As CONTRACTOR is at risk for shortfalls in FFP revenue, CONTRACTOR is therefore accountable for submitting services that are eligible for reimbursement to COUNTY's information system.

New Exhibit A-1

TELECARE DISCHARGE TEAM (TRANSITION TRAC)

A. TARGET POPULATION

CONTRACTOR shall provide services to individuals being discharged from Doctors Behavioral Health Center (DBHC) and out-of-county inpatient placement as they transition back to the community with the goal of avoiding re-emergence of symptoms and re-admission to DBHC. These individuals will be targeted for services because they are otherwise disconnected from the mental health system of care and have minimal knowledge of how to access needed resources in the system of care and in the community.

B. SERVICES

1. CONTRACTOR shall develop specific strategies to engage and serve target population.
2. CONTRACTOR will outreach to all DBHC uninsured and Medi-Cal patients being discharged who are not currently opened to treatment services (daily census averages 30-50 patients). For those consumers who require and accept follow-up support, the TELECare DISCHARGE TEAM (Transition TRAC) will provide Tracking Case Management for up to 90 days. CONTRACTOR shall provide Tracking Case Management to approximately 25 clients at a given time with a staff-to-client ratio not to exceed 1:15.
3. CONTRACTOR shall provide the following services to enrolled Tracking Case Management clients, consistent with each client's Discharge Plan from the inpatient setting:
 - 3.1 Assessment of short and long-term mental health needs.
 - 3.2 Alcohol and Other Drug (AOD) assessment, e.g. Addiction Severity Index.
 - 3.3 Assistance with obtaining needed medications, contacting family/significant others and arranging for transportation.
 - 3.4 Frequent, low demand contacts with clients where they live or are most comfortable, in order to assist them in accessing behavioral and physical health care, peer-based services, financial, educational, prevocational, vocational, rehabilitative, or other needed community services and resources.
 - 3.5 For clients with co-occurring disorders, referral to detox or treatment programs as appropriate.
 - 3.6 "On call" services for clients in crisis.
 - 3.7 Facilitate access to dedicated beds for clients without other resources: Room and Board, Respite Care, Stanislaus Recovery Center, and Clean & Sober Houses.

4. CONTRACTOR shall provide all the data which is necessary for COUNTY to comply with MHSA, State and/or local data requirements which includes quarterly progress goals and other reports required to report population served. COUNTY shall notify CONTRACTOR of any changes in the data collection process and CONTRACTOR shall implement changes to ensure matching data collection as COUNTY.

C. OUTCOMES

CONTRACTOR agrees to the following performance outcomes measures.

Categories:

- 1 = Clients already open to treatment
- 2 = Individuals refusing any follow-up
- 3 = Individuals agreeing to Tracking Case Management services
- 4 = Individuals agreeing to treatment

1. Outcome: DBHC uninsured and Medi-Cal discharges who are not currently open to treatment will be contacted by the Telecare Discharge Team.

Indicator: Percentage of DBHC uninsured and Medi-Cal discharges who are not currently open to treatment contacted by the Telecare Discharge Team.

Target: 100%
2. Outcome: An Intake Form will be completed (as much as possible) for clients being discharged in categories #2, 3, and 4 to better understand causes of hospitalization and profile who is being hospitalized.

Indicator: Percentage of Intake Forms completed for clients in categories #2, 3, and 4.

Target: 80%
3. Outcome: Clients will verbally accept services by time of discharge (categories #3 and 4)..
 - 3a. Indicator: Percentage of clients who verbally accept services by time of discharge.

Target: Establish baseline – initial target 90%.
 - 3b. Indicator: Percentage of clients verbally accepting services who actually begin services (either treatment or Tracking Case Management).

Target: Establish baseline.

4. Outcome: The Discharge Team will complete a Tracking Case Management Form for all clients in category #3 who are seen at least one time in the community to better understand what types of community resources are needed to prevent re-hospitalization.

Indicator: Percentage of Tracking Case Management Forms completed for clients in category 3 seen in the community.

Target: 100%
5. Outcome: In order to assure continuity of care, the Telecare Discharge Team will respond to crisis contacts on clients open to Discharge Tracking Unit (categories #2 and 3).

Indicator: Percentage of crisis contacts of clients open to Discharge Tracking Unit that are responded to by Telecare.

Target: 75%
6. Outcome: Clients seen at least once in the community following discharge will be successfully linked with at least one service or community resource. A linkage will be considered successful if Telecare can verify that the client kept at least one appointment with the resource to which he/she was referred.

Indicator: Percentage of clients who are successfully linked with at least one service or community resource.

Target: 80%
7. Outcome: Reduction in hospital readmission episodes of clients in category #3 within 30, 60, and 90 days.

Indicator: Percentage of clients readmitted to the hospital within 30, 60, and 90 days.

Target: Baseline to be determined.