

SUPPORTED EDUCATION

ANNEX A

NAME OF AGENCY:

CONTRACT NUMBER:

CONTRACT TERM:

TO

BUDGET MATRIX CODE:

29

This Annex A specifies the Supported Education services that the Provider Agency is authorized and obligated to deliver pursuant to and in accordance with the Mental Health Fee-for-Service Contract to which this Annex A is attached. In addition to the terms contained in the Mental Health Fee-for-Service Provider Program Manual and Mental Health Fee-for-Service Contract to which this Annex A is attached, Provider Agency shall comply with all of the terms stated herein.

I. SCOPE AND PURPOSE.

The parties acknowledge and agree that Supported Education is designed to help consumers with serious mental illness develop a sense of self-efficacy and independence, and pursue their individual educational goals. Supported Education encourages consumers to think about and plan for their future. It provides an important step to help consumers use their innate talents and abilities and pursue their personal recovery goals. Also, Supported Education promotes career development to improve long-term work opportunities. Supported Education follows the “choose-get-keep” model, which helps consumers make choices about paths for education and training, get appropriate education and training opportunities, and keep their student status until they achieve their goals. Supported Education gives consumers the support necessary to fully and successfully participate in educational opportunities including adult basic education, remedial education, General Educational Development (GED), technical programs, college, and graduate school. The goal is not just to keep consumers busy but to facilitate long-term recovery goals.

II. DEFINITIONS.

For purposes of this Annex A, the following terms shall have meanings as stated:

Academic Institution – a school, college, university, technical program, adult education program, General Educational Development (GED) program, or remedial education program.

Academic Period – an academic semester, trimester, quarter or term as designated by the academic institution identified in the consumer’s educational goal plan and in which the consumer is enrolled or seeks enrollment, provided however, if the academic institution defines a term as a period of

time greater than six months, then the academic period shall be every six months from the date of enrollment or application for enrollment.

Consumer – individual qualified to receive supported education services in accordance with this Annex A.

Educational Assessment - the ongoing process of identifying and reviewing a consumer's prior education, strengths (that can be used to promote new life and careers), goals, preferences, interests, and needs based upon: consumer records and input from the consumer (obtained in part from the interest inventory), the consumer's health and treatment professionals and with the consumer's consent, the consumer's family members. The assessment shall be updated at least once every academic period. The assessment shall be used to assist the consumer's education specialist's rapid educational goal planning.

Education Enrollment – the commencement of the consumer's education in a university, community college, institution for postsecondary education, adult education, General Educational Development (GED), remedial education, or technical program, consistent with the consumer's educational goal plan.

Educational Goal Plan – the plan consistent with and in a form including, at a minimum, the information contained in the standard Educational Goal Plan form found in the Substance Abuse and Mental Health Services Administration (SAMHSA) best practices kit for Supported Education. The educational goal plan shall be completed by the education specialist with input from the consumer and updated at least once every academic period. The plan shall establish goals and develop implementation plans for the stated goals. The educational goal plan must be congruent with the consumer's mental health treatment plan.

Education Specialist – the provider agency employee responsible for: focusing on the consumer-defined needs and preferences; supporting and empowering consumers to achieve their goals; developing a relationship of trust with the consumer; maintaining regular contact and communicating with the consumer's treatment team; completing the consumer educational assessment and educational goal plan; monitoring consumer progress; maintaining contact with educational institutions and staff; and assisting the consumer in registering, obtaining financial aid and other educational institution requirements.

Interest Inventory – the inventory consistent with and in a form including, at a minimum, the information contained in the standard Interest Inventory form found in the Substance Abuse and Mental Health Services Administration (SAMHSA) best practices kit for Supported Education. The interest inventory shall be completed by the consumer (with assistance from supported education staff whenever necessary) and updated as needed.

Multidisciplinary Treatment Team Meeting – meeting(s) with a consumer's education specialist and some or all of the consumer's mental health treatment team (including but not limited to case

managers, counselors, nurses and physicians) to discuss and understand the consumer’s treatment, medication side effects, persistent symptoms, cognitive difficulties, service goals and objectives, and other rehabilitation needs.

Serious Mental Illness –This definition applies to persons’ age 18 years or older when both of the following condition are met:

a. Currently diagnosed or has been diagnosed during the past year with a mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria for a disorder in the DSM-V-R (the American Psychiatric Association Diagnostic and Statistical Manual of Mental Disorders, 2013) or the current ICD-CM (International Classification of Diseases, Clinical Modification) equivalent, with the exception of DSM-V-R "V" codes, substance use disorders, and developmental disorders, which are excluded, unless they co-occur with another diagnosable serious mental illness;

b. The mental, behavioral or emotional disorder meeting the criteria in a, above, has resulted in functional impairment that substantially interferes with or limits functioning in one or more major life activities including basic daily living skills (e.g., eating, bathing, dressing); instrumental living skills (e.g., maintaining a household, managing money, getting around the community, taking prescribed medication); and functioning in social, family, and vocational/educational contexts.

III. **COMPLIANCE AND MONITORING.**

A. Provider Agency shall provide access to, and cooperate with all monitoring activities conducted by, the Division of Mental Health and Addiction Services (hereinafter “DMHAS”).

B. Provider Agency acknowledges and agrees that DMHAS may, at any time, conduct on-site inspections, conduct on-site reviews of case files, review any and all billing and fiscal records, collect data, review data collection, and review reporting activities, in order to evaluate and ensure compliance with the terms of contract, all applicable federal and state laws and policy, and all implementing regulations.

IV. **CONSUMERS.**

A. Inclusionary Criteria: New Jersey residents (as defined in this Annex A) who express a desire to obtain or improve their education. Persons are not prevented from participating in supported education services based on their psychiatric diagnosis, symptoms, work history, history of violent behavior, substance use disorder, or cognitive impairment except as provided in the Exclusionary Criteria in subsection B below.

B. Exclusionary Criteria: Persons with intellectual and developmental disabilities (IDD) who are eligible to receive supported education services from the New Jersey Division of Developmental Disabilities.

V. **PROVIDER AGENCY’S SCOPE OF SERVICES.**

Provider Agency's supported education services shall include, but shall not be limited to:

A. Educational Assessment – the ongoing process of identifying, reviewing and updating a consumer's educational assessment.

1. The educational assessment shall include a face-to-face meeting between the consumer and the education specialist, which meeting must take place within the first seven (7) days of the consumer's referral to provider agency. The education specialist shall respond to consumer inquiries, provide the consumer with written materials and links to online materials regarding educational opportunities, and make recommendations and suggestions regarding educational opportunities.

2. The educational assessment shall be based in part on the consumer's interest inventory (as defined herein), shall identify the consumer's interests, review the consumer's academic history and document the consumer's academic aspirations.

3. The educational assessment process shall continue throughout the consumer's entire length of stay in the program and shall include multiple contacts which must occur at least once every academic period.

4. Educational assessments shall be updated periodically based upon availability of consumer information and the requirements of this Annex A.

B. Educational Goal Planning – the ongoing process of organizing the outcomes of the educational assessment and completing the educational goal plan (as defined herein). The educational goal planning process shall continue throughout the consumer's entire program length of stay, shall identify long term academic goals, short term action steps, the deadline for which each action step should be completed, and the individual(s) responsible for completing the step. The plan shall be reviewed at least once every academic period.

C. Educational Readiness Development/Career Planning – career planning assistance which includes but shall not be limited to, review of the consumer's prior academic successes and barriers, development of a strategy to overcome barriers, assistance with degree selection, and assistance with career exploration and occupational selection.

D. Academic Planning and Support – assistance with academic skill and resource development which shall include, but not be limited to: course selection and degree requirements; orientation to campus buildings; exposure to and knowledge of academic institution services (such as tutoring, writing, and disability services, etc.); personnel and on-campus events; exposure to peer role models and mentors (to assist with interpersonal and social skills); development of skills necessary to manage academic demands (such as, study preparation, note taking, organizational skills, time management, test taking, and technology education); the admissions application process; and securing financial resources and aid.

1. The education specialist shall maintain direct contact with educators and school personnel.

2. The education specialist shall make on-campus visits to accomplish any of the above.

3. Academic Planning and Support shall commence within fourteen (14) days of the consumer's enrollment and shall continue until such time as it terminates in accordance with Section VII.

4. The intensity and timing of academic planning and support shall be based upon the demands of the academic calendar and the consumer's request.

E. Integrated Services – coordinate supported education services with other mental health services, communicate regularly with the consumer's mental health service providers to ensure a coordinated treatment approach, participate in multidisciplinary treatment team meetings, and include educational goal planning congruent with the consumer's mental health treatment and/or recovery plan(s).

F. Educational Coaching/Follow-Up Support – provide consumers with individualized, follow-up supports for as long as the consumer desires supported education services or until such time as the consumer no longer requires supported education services. Such follow-up services shall include, but not be limited to, assistance with interpersonal and social skills and development of skills necessary to manage academic demands (such as, study preparation, note taking, organizational skills, time management, test taking, and technology education).

G. Pre-admission Services – The parties acknowledge and agree that consistent with the target populations set forth at N.J.A.C. 10:37-5.2, DMHAS and the provider agency shall maximize the utilization of all DMHAS- contracted supported education services for consumers being discharged from State hospitals. Accordingly, in addition to all of the services identified in this Section V, provider agency shall provide the following pre-admission services to consumers being referred by State psychiatric hospital staff upon anticipated discharge from same:

1. provider agency shall meet face-to-face with consumers referred by State psychiatric hospitals; and

2. Face-to-face community contact, with the consumer's consent, with family, significant others, and/or essential community support systems specifically for purposes of preparing the consumer for transition from the hospital setting; and

3. provider agency shall perform an assessment to determine educational readiness.

H. In-Reach Services. The parties acknowledge and agree that consumers already enrolled in Supported Education at the time of admission to an inpatient hospital or inpatient

substance use disorder treatment facility continue to require Supported Education services to assure continuity of care and timely discharge from the facility. Accordingly, in addition to all of the services identified in this Annex A, provider agency shall provide the following in-reach services to consumers already enrolled in Supported Education at the time of admission to the inpatient hospital or inpatient substance use disorder treatment facility:

1. Face-to-face meetings with the consumer to maintain rapport;
2. Perform pre-discharge assessment of supported education readiness and planning;
3. For consumers enrolled in an educational program at the time of admission to the inpatient facility:
 - a. Assist the consumer to review their desire to continue in their present academic setting when they are ready for discharge;
 - b. Assist the consumer to request a leave of absence from school.
 - c. Develop a plan to drop classes or ask for accommodation while the consumer is in the inpatient facility;
 - d. Assist in communicating with professor;
 - e. Assist in re-enrollment;
 - f. Review and/or establish an academic emergency plan.

VI. **RESPONSIBILITIES.**

Provider Agency shall perform the specified scope of supported education services in accordance with the following:

- A. Educations specialists shall:
 1. provide only educational services and no case management, residential or other non-educational services; and
 2. provide outreach and encouragement (by telephone, mail, community or academic institution visits) to the consumer; and
 3. complete the assessment(s), educational goal planning, career planning, academic planning and support, integrated support, ongoing support and follow-up support as those terms are defined in this Annex A; and
 4. maintain progress notes; and

5. meet weekly with Team Leaders in order to promote continuation and coordination of care.

B. Program Leaders shall:

1. monitor referrals and assign an education specialist to every consumer;
2. supervise the supported education team;
3. attend quarterly DMHAS meetings with provider agencies;

4. maintain a “team” approach and work with supported education specialists to provide supported education services as defined in Section V herein;

5. conduct a monthly review of each education specialist which review shall evaluate the specialist’s activities (that is, the number of consumer contacts, dates and times of consumer contacts, and number, date and times of supported education services provided);

6. conduct a quarterly review of education specialists which review shall evaluate the specialist’s educational outcomes (that is, the number of consumers who enrolled and are attending educational programs, as well as the number of consumers who completed an academic period and/or advanced to a higher academic level);

7. track monthly education outcomes which record shall specify number of registered academic classes, class hours and credits earned.

VII. **TERM AND TERMINATION OF CONSUMER SERVICES.**

A. Education specialists shall conduct a periodic review of each consumer to determine if supported education services should be continued, modified or discontinued. Such periodic assessments shall take place at least once every academic period. The term or termination of services shall be based upon each consumer’s progress and enrollment status, which shall be documented in progress notes in the consumer’s file.

B. Supported education services shall be terminated if the provider agency determines that one or more of the following conditions has been met:

1. the consumer no longer satisfies the inclusionary criteria contained herein;
2. the consumer is capable of continuing education without assistance from the provider agency;
3. the consumer requested the termination of supported education services;

4. the consumer expressed a desire not to continue any educational program, is unwilling to attend class and/or is unwilling to complete work assignments;

5. the consumer is hospitalized or incarcerated for a period of ninety (90) days or more; or

6. provider agency has made repeated and documented attempts to meet and locate the consumer and the consumer has had no contact with provider agency for three (3) or more months.

C. Terminated consumers may not be re-enrolled in supported education services within six (6) months of the date of termination from the immediately preceding date of enrollment.

VIII. STAFF REQUIREMENTS AND QUALIFICATIONS.

A. Provider Agency shall employ at least one program leader and a sufficient number of employment specialists necessary to provide the requisite education services to all enrolled consumers. It is further provided, however, that education specialists shall not manage a caseload of more than twenty-five (25) consumers.

B. Program leaders shall possess a Master's Degree in social work, psychology, psychiatric rehabilitation counseling, vocational rehabilitation, or a related field, from an accredited institution, possess one (1) year of relevant supervisory experience, and possess one (1) year of relevant experience as an education specialist for people with serious mental illness.

C. Education specialists shall possess a Bachelor's degree in social work, psychology, psychiatric rehabilitation counseling, vocational rehabilitation, or a related field, from an accredited institution, and possess one (1) year of relevant experience as an education specialist for people with serious mental illness.

D. Prior to the expiration of the first year of employment with Provider Agency, every member or new hire of Provider Agency's staff must complete the comprehensive core competency based training provided by the Supported Employment Institute.

IX. DOCUMENTATION.

A. Provider Agency shall maintain and keep individual records as are necessary to fully disclose the kind and extent of services provided to consumers and to provide the DMHAS with the information necessary to evaluate provider agency's performance and efficacy. All documentation must include authenticated signature, title, date and time of authorship.

B. Provider Agency shall also comply with all of the documentation requirements as specified in the DMHAS Fee-for-Service Program Provider Manual.

C. Provider Agency shall maintain a record for each consumer enrolled for supported education, which record shall contain the following:

1. Assessment(s) made and completed in accordance with Section V herein. The assessment shall include, but not be limited to: identifying information (legal name, gender, date of birth, social security number, race and religion), emergency contact information, referral date and source, reason for referral, identification of social supports (family, etc.), psychiatric history, mental status and diagnosis, medical history, current medication, risk factors, education history, education, functional skills, strengths and deficits, and any needs. The Assessment shall also include a statement of consumer-identified education goals, preferences and interests. The Assessment shall indicate the individuals who provided input (medical providers, family, etc.) and whether the consumer provided consent to confer with family members and prior employers.

2. Educational Goal Plan(s) made and completed in accordance with Section V herein.

3. Progress notes made and completed in accordance with Section V herein. Progress notes shall include, but not be limited to, services provided, applications and enrollment, progress made and progress lost. Each progress note shall describe significant events (class registrations, completed courses, etc.), provider agency's intervention, the consumer's response, and any communications. Each note shall include authenticated signature, title, date and time of authorship.

4. Termination Summaries shall be made and completed within thirty (30) days from the date of termination. The summary shall include, but not be limited to, the date of termination and reason for termination.

D. Provider Agency shall also maintain the required documentation supporting claims for payment set forth in Section 7 of the Mental Health Fee-for-Service Program Provider Manual.

E. Provider Agency shall maintain a complete roster of all active consumers.

X. **PROVIDER AGENCY POLICY AND PROCEDURE MANUAL.**

Within sixty (60) days of the date of execution of the Fee-for-Service Contract to which this Annex A is attached, provider agency shall develop and implement written policies and procedures contained in a manual to be provided to all consumers upon their request. The policies and procedures shall ensure that all contracted services are provided, that all services meet industry and quality standards, and that all services are adequately monitored and maintained. The policies and procedures shall include, but shall not be limited to:

A. Description and provision of supported education services;

- B. Monitoring of consumer's utilization of supported education services;
- C. Identification of and response to consumer crisis situations, including coordination with other providers;
- D. Monitoring of quality of assurance including but not limited to:
 - 1. Waiting time;
 - 2. Evaluations of consumer criteria for services;
 - 3. Documentation standards; and
 - 4. Billing.
- E. Staff supervision and training; and
- F. Lost to Contact guidelines.

XI. **BILLING AND PAYMENTS.**

- A. Provider agency shall bill only for those services authorized in this Annex A.
- B. Provider agency is expressly prohibited from: a) classifying direct delivery of underlying medical, employment, or social services funded by other programs, as supported education services; b) billing for any services that are identical to services provided by other groups or individuals in the community; c) duplicating payments made to public agencies or private entities under other program authorities for this same purpose; and d) duplicating payments for supported education services which are an integral part of another provider service, including but not limited to psychosocial rehabilitation services that include an education specialist.
- C. Provider agency shall bill only for a single staff member for any service provided during a billable unit of time.
- D. Provider agency may not bill for:
 - 1. Monitoring of consumer general health and welfare;
 - 2. Communication or coordination with the Department, the DMHAS or agency staff for any reason;
 - 3. Completion of progress notes;
 - 4. Completion of billing or billing documentation;

5. Supervision of staff, routine case review, ad hoc consultation with supervisors, and/or consultation with recovery team members (including consultation regarding treatment planning);

6. Missed or cancelled appointments with the consumer or others, regardless of meeting place;

7. All travel with the exception of traveling with a consumer to visit academic institutions;

8. Provider agency's licensing, development, marketing and/or staff training.

E. Provider agency shall comply with Appendix A of the DMHAS Mental Health Fee-For-Services Program Provider Manual.

F. Unit of Service.

1. The unit of service is fifteen (15) consecutive minutes. Reimbursable services must be provided face-to-face with the consumer or on behalf of the consumer, except that non-face-to-face services may be billed if the conditions set forth under Section XI.G of this Annex are met and they are not otherwise excluded under Sections XI.B through E.

G. Reimbursement of non-face-to-face services

1. The activity must be related to a specific consumer.

2. Funding through the Mental Health Fee-for-Service Program for non-face-to-face services provided by supported education is available for such services provided in the community, as well as for in-reach and pre-admission services, subject to the requirements and limitations set forth in this Contract, including all annexes, attachments and addendums, and the Mental Health Fee-for-Service Program Provider Manual.

3. Billing for non-face-to-face supported education services are subject to the same business rules applicable to face-to-face supported education services as set forth in Attachment 1 to Annex B-2 of this Contract.

4. Billing is subject to the Provider Agency's monthly limit as set forth in Attachment 2 to Annex B-2 of this Contract or to any increased limit approved by the DMHAS as set forth in Section 4.a of the Mental Health Fee-for Service Addendum to this Contract and Appendix H of the Mental Health Fee-for-Service Program Provider Manual.

5. The limitations with respect to the maximum number of units per consumer established by the business rules set forth in Attachment 1 to Annex B-2 of this Contract are inclusive of both face-to-face services and non-face-to-face services. For example, if a supported education program delivers 40 units of face-to-face services with or on behalf of

a consumer and provides 30 units of non-face-to-face services related to that consumer during a given month, then the sum of those units (70) is considered in determining whether the maximum unit limit of 80 has been exceeded.

6. Billing for non-face-to-face services must be supported by the documentation set forth in Section IX.E of the Supported Education Annex A, as appropriate.

7. Billing for non-face-to-face services provided by a supported education program is limited to the following activities:

a. Internet research regarding education opportunities, schools, admission requirements, enrollment processes and/or available supports, on behalf of a specific consumer.

b. Internet and other research regarding the availability of financial aid, scholarships and/or other such resources, on behalf of a specific consumer.

c. Completion of applications for admission, financial assistance and other documents relevant to admission, enrollment, registration, attendance and/or school activities, on behalf of a specific consumer outside of the consumer's presence and based on information provided by the consumer.

d. Telephone communications to and/or from:

i. the consumer to discuss education, education opportunities, education-related issues and/or to provide ongoing educational supports;

ii. Education staff to discuss admission, enrollment, registration, attendance, school activities and/or problem solving, on behalf of a specific consumer;

iii. the consumer's doctor, treatment team, family member(s) and/or other collateral contacts to discuss the consumer's education, education opportunities and/or education-related issues.

XII. TERM AND TERMINATION OF ANNEX A.

A. The term of this Annex A shall be coterminous with, and will automatically terminate upon the expiration of the Contract to which it is annexed;

B. This Annex A will automatically terminate if the Contract to which it is annexed terminates early for any reason.