

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES (DHS)
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES (DMHAS)**

ANNEX C

Supporting Information for Contract # _____ for the Contract Period _____ to _____

Provider Agency Name: _____

CERTIFICATION:

We certify that the information contained in, or included with, this contract document is accurate and complete to the best of our knowledge, and that our provider organization will operate in conformity with the DHS and DMHAS policies / standards listed below.

Signature - Chairperson, Board of Directors

Date

Signature - Executive Director

Date

COMPLIANCE WITH MENTAL HEALTH POLICIES:

The Provider Agency shall comply with all applicable regulations promulgated pursuant to these mental health laws:

- The Community Mental Health Services Act (N.J.S.A. 30:9A);
- The Mental Health Screening Law (N.J.S.A. 30:4-27.1 et. seq.);
- The Community Residence for the Mentally Ill Law (N.J.S.A. 30:11B-1 et. seq.)*

The specific Regulations and Standards associated with these laws are contained in the N.J. Administrative Code, in the following sections: Screening and Screening Outreach (N.J.A.C. 10:31); Community Residences for the Mentally Ill (N.J.A.C. 10:37A); Management and Governing Body (N.J.A.C. 10:37D); Outpatient Service (N.J.A.C. 10:37E); Adult Partial Care (N.J.A.C. 10:37F); General Provisions for DMHAS-Funded Community Services (N.J.A.C. 10:37, Subchapters 1-10); Intensive Family Support Services (IFSS) (N.J.A.C. 10:37I); Program of Assertive Community Treatment (PACT) (N.J.A.C. 10:37J); Advance Directives for Mental Health Care (N.J.A.C. 10:32); Mental Health Licensing (N.J.A.C. 10:190).

The above-referenced Regulations and Standards are also contained on the Division’s website at <https://nj.gov/humanservices/dmhas/notices/bulletins>

** Please be advised that effective 07/01/2011 residential services should have the capability to **arrange** for recreation but may not **provide** recreational activities using DMHAS funding or Medicaid reimbursement. DMHAS will initiate the process to revise the regulations accordingly.*

Provider Agencies that serve consumers with a rental subsidy funded and/or managed by DMHAS must comply with the DMHAS “RENTAL SUBSIDY PROGRAM POLICY” in effect during the contract term.

Provider Agencies contracting for residential and/or Community Support Housing Services must adhere to the specifications and time-frames outlined in Administrative Bulletin 5.11, and implement monitoring processes to ensure that time-frames for provider response and consumer placement are met.

The Provider Agency shall maintain licenses for programs which require licenses on-site, and will provide DMHAS a current listing of all licensed programs.

COMPLIANCE WITH DMHAS CONTRACTING POLICIES:

In addition, the Provider Agency shall comply with the Department’s [Contract Policy & Information Manual \(CPIM\) CPIManual.pdf](#) and [Contract Reimbursement Manual \(CRM\) GLOSSARY OF TERMS](#).

It is understood that this contract of the Division of Mental Health and Addiction Services is organized by program area, and that DMHAS funding shall be treated as last-dollar-in, with the exception of DMHAS Operational Incentive adjustments, or unless noted below:

Department Policy (CRM 6.1-6.4) specifies that interim contract expenditure reports may be prepared utilizing the cash or accrual basis of accounting, with the final report conforming to the “**modified accrual**” basis (accrued revenues/expenses recognized up to ninety (90) days after contract expiration). The Provider Agency shall comply with this reporting method, unless noted below:

Provider Agency Name:

Provider Agency Contact Person / title with medical/legal responsibility for the agency’s clinical treatment program:

Name

Title

DOCUMENTS

In accordance with DHS policy (P1.01) and/or Division protocol, the Provider Agency is required to submit certain supporting documents to this Division as part of the services contract package. Some information is non-recurring in nature and shall be submitted once and maintained in the Division's Permanent Contract Files. Other documents are updated periodically, or issued annually, and these must be submitted with each renewal of your DMHAS contract; these documents will be maintained in the Division's Current Contracts File. A listing of each type of supporting documents is detailed on the "Annex C - Permanent File Checklist", available via the DMHAS Community Services Contracting website at [Division of Mental Health and Addiction Services | Contracting](#). **Please note that it is the responsibility of the Provider Agency to submit updated materials to DMHAS as changes occur.** Please use this form to indicate updated/new documents that are included with this CFA.

Cultural/Linguistic Accessibility Information

(Please attach additional pages if needed)

1. Describe the agency's activities to minimize social, linguistic and cultural barriers to the provision of mental health services for multicultural populations within your service area. If your agency currently does not have a system to meet such needs, what action(s) will the agency take to ensure that the needs of bilingual/bicultural clients are served?

2. Describe personnel or related policies that address staff recruitment, training and development practices, as well as the provision of translators, interpreters, and/or other assistance to assure cultural and linguistic accessibility.

Provider Agency Name:

Provider Agency Contact Person and title for Cultural/Linguistic Accessibility Issues:

Name

Title

GENERAL INSTRUCTIONS FOR DMHAS CONTRACT AGENCIES

1. Most of the information requested in the contract application is self-explanatory. If any definition, procedure or instruction is not clear, please call your assigned DMHAS Contract Administrator.
2. DMHAS contracts, unless otherwise noted, are cost related contracts. You should familiarize yourself with the policies and procedures governing Department of Human Services contracts, contained in the Contract Policy and Information Manual (CPIM) and the Contract Reimbursement Manual (CRM).
3. Your attention is specifically directed to the sections on allowable and unallowable costs; contract modifications; and financial audit requirements. If you do not have a copy of either manual (only one copy per agency) or if you want to discuss any of these contract policies/procedures, please call your DMHAS Contract Administrator.
4. The Standard Language Document (also known as the “boilerplate”) is a key contractual document. Please read this document carefully and understand all provisions as they apply to your contract. This document can be found at [Standard Language Document Policy Circular P2.01](#)

CONTENTS OF A COMPLETE DMHAS CONTRACT APPLICATION

Please check your Consolidated Funding Application (contract), prior to final submission to DMHAS, to ensure that all of the following materials are included:

- One (1) signed copy of DHS Standard Language Document (boilerplate);
- Contract Information Form, a legal sized page listing all contracts with DHS components, including funding amounts and contact persons, with signature;
- Annex A, the summary of program commitments, which form the basis of the contract. If your proposed service cannot be easily categorized within the Annex A document, please provide a narrative service description and contact your assigned DMHAS Program Analyst;
- Annex B, the DHS approved budget document, which describes the DMHAS funding commitments for the contracted services, within the framework of the agency's total operating budget. The Annex B document includes the Summary Page; Detail Pages; and all Schedules and Attachments required by DMHAS and/or the Department of Human Services;

NOTE: Provider Agencies are required to submit their Annex B information via e-mail, utilizing the DMHAS Budget Matrix/Schedules Software program.

- Annex C, the DMHAS Supporting Information document with appropriate signature. Please be sure that the items requested are either attached, or already on file with DMHAS.
- DMHAS Cluster Designation Form with signature, if applicable;

→ For assistance in interpreting or completing any of the above noted documents, please contact your DMHAS Contract Administrator.

NOTE: All of the documents listed above are available online by visiting the DMHAS Community Services Contracting website at [Division of Mental Health and Addiction Services | Contracting](#)

- Current and valid insurance certificate listing DMHAS as an additional insured (*an endorsement to an insurance policy extending the coverage to the State of New Jersey, Department of Human Services and its Departmental Component against loss in accordance with the terms of the policy*);
- Indirect cost rate plan, if applicable.

INVOICES AND PAYMENTS

DMHAS payments to agencies for contracted services are normally made on an installment basis, to ensure that payments are made for services actually delivered, and to provide agencies with an adequate flow of funds to avoid cash shortfalls.

Agencies can request payment via either a “fixed advance” basis or a reimbursement basis depending on their cash flow requirements. Those agencies selecting the fixed advance basis will receive a one-month advance at the start of their contract year.

NOTE: Initial advance payment cannot be made until the contract is signed and approved and the contract term has begun.

One-month advance agencies will receive eleven (11) subsequent installments, paid at the beginning of each month. Agencies receiving payment on the reimbursement method should submit their invoices either slightly before the end of the payment period or after the payment period has concluded. Reimbursement agencies are encouraged to submit their invoices on a quarterly basis along with their quarterly ROE’s. Invoices submitted on a monthly basis, however, will be accepted. Payments will be based on either 1.) the actual expenditures for the payment period as reported in the quarterly ROE or 2.) the pro-rated portion of the ceiling applicable to the payment period.

If not already doing so, please consider receiving your payments via the Electronic Funds Transfer (i.e., EFT, a.k.a. "Automatic Clearing House") method.

- With "electronic fund transfers" the Division can usually schedule the payment to "arrive" (i.e., "clear") by the end of the month preceding the advanced month. Note: DMHAS cannot guarantee when the EFT deposit will be “posted” by the agency’s bank; an EFT deposit must still “clear” and some banks use an outside vendor to “clear” EFT payments.
- The Division cannot, however, guarantee the arrival date of a check received via the US Postal Service. Our advance payments are **made on or about the first of the month** for which the advance is being paid.
- Payments will usually be approved for processing (i.e., the "check date") on or about the 25th of the month, unless the 25th is a weekend or a holiday, in which case, the processing date will be the next business day.

→ See the DMHAS Community Contracting webpage ([Division of Mental Health and Addiction Services | Contracting](#)) or contact your DMHAS Contract Administrator for additional information concerning the EFT process.

In addition, be advised that the State of New Jersey provides payment information to vendors over the internet. It is called “**Vendor Payment Inquiry**”. This internet application provides vendors and third-party providers with historical payment information. Vendors/third party providers **may also** review the status of their forthcoming scheduled payments. This feature will be especially helpful to those vendors receiving payments via the electronic fund transfer (i.e., EFT) or automatic deposit.

NOTE: Information contained on a check stub will be visible via the Web Vendor Inquiry function.

→ Contact your DMHAS Contract Administrator for information regarding the Web Vendor Inquiry process.

Payment from DMHAS for contracted services requires cooperation and understanding in the following areas:

1. Fixed advance payment agencies will not be required to submit payment vouchers. Payments to these agencies will be made automatically after contract is approved or contingency is authorized. Agencies on the reimbursement method will be required to submit official State invoice/payment vouchers to their assigned DMHAS Contract Administrator for review and approval. The voucher should contain information identifying the Vendor ID, contract number, term, period for

which reimbursement is being requested and amount and must be signed by the responsible agency official in the Payee Declaration Section (Note that the Certification Section is reserved for DMHAS staff). This should accompany the pertinent Quarterly Contract Award Summary page, in which the agency reports reimbursable costs for the reporting period. **Failure to provide the required voucher will delay the payment process.**

2. Agencies on the fixed advance system should expect to receive their first payment when their contract is fully executed, signed copies are received at accounting office, within or before the middle of the first month of their contract period. Subsequent payments should be received on or about the first day of each month for one-month advance agencies. Reimbursement agencies will normally receive their checks within ten (10) business days following receipt of DMHAS of a properly completed payment voucher.
3. Payments may be suspended by DMHAS if quarterly/final program (QCMR), expenditure (ROE) or audit reports are not received within the prescribed timeframes.
4. **Final payments for both fixed advance and reimbursement agencies will not be made until DMHAS receives and reviews the agency's third quarter ROE and payments may be reduced or withheld based on the results of such reviews.**
5. Requests for advance payments in addition to the normal scheduled payment can be made in accordance with the DMHAS Cash Advance policy, found on the DMHAS Community Services Contracting web page at [Division of Mental Health and Addiction Services | Contracting](#).

→ *For further assistance with DMHAS payments or invoices, please contact your assigned Contract Administrator (CA).*

QUARTERLY REPORTS

All DMHAS contracted agencies are required to submit a quarterly service report, known as the Quarterly Contract Monitoring Report (QCMR), and a quarterly expenditure report, known as the Report of Expenditures (ROE).

QCMR

The QCMR is the corollary document to the Annex A. The Annex A lists the contractual service commitment, while the QCMR provides a quarterly accounting of services actually provided. Failure to submit QCMR data within 30 days of the end of the quarter may result in the withholding of DMHAS funds.

DMHAS-contracted mental health agencies with contracted programs for which a web-based QCMR is programmed must submit their QCMR data via DMHAS' web-based QCMR System available at: <https://dmhas.dhs.state.nj.us/qcmr/>. Agency access credentials, training, provision of relevant documentation, and technical assistance will be facilitated by DMHAS' Office of Planning, Research, Evaluation, Prevention, and Olmstead (OPREPO). Non-web based QCMR's will be submitted to the OPREPO staff via the QCMR email address at dmhas.qcmr@dhs.nj.gov.

QCMR data entered into the QCMR web-based system (<https://dmhas.dhs.state.nj.us/qcmr/>) is not considered "final" until 30 days after the reporting quarter has ended. This is to allow time for agencies to review, and if necessary, revise their information before it is finalized, and used by DMHAS for reporting purposes.

Copies of QCMR forms can be downloaded from the DMHAS website if needed. For technical assistance with the QCMR System, please contact the NJAMHAA QCMR help-desk at ITHelpdesk@njamhaa.org or via telephone at (609) 838-6064. If additional assistance is required, please submit your questions electronically to the Office of Planning, Research, Evaluation, Prevention, and Olmstead at dmhas.qcmr@dhs.nj.gov.

ROE

The Report of Expenditures/Income (ROE) is the corollary document to the Annex B (budget). Expenditures and income are reported quarterly, but the ROE is a cumulative report which incorporates all expenditures and income reported during previous contract quarters. The ROE must be completed and submitted to your assigned DMHAS Contract Administrator via email no later than thirty (30) days after the end of the report period. The Final ROE must be submitted via email no later than one-hundred twenty (120) days after the end of the contract period.

There is a difference between the amount of information required for Interim ROEs (1st, 2nd, 3rd, 4th quarter ROE's) and the Final (5th) ROE. The Final ROE must include **all** schedules and attachments, whereas the interim ROEs must contain only the expenditure summary pages, and detail pages 1-10, and Attachments I, II, and III.

NOTE: All DMHAS contract providers must submit their ROEs via email, utilizing the Division's Budget Matrix/ROE software, unless an exception has been granted.

Finally, all ROE's must contain the signature of the responsible agency officials, attesting that the information is accurate and prepared in accordance with the Department of Human Services policies.

→ For assistance in completing or interpreting the ROE, please contact your DMHAS Contract Administrator.

USTF+

The United Services Transaction Plus Form (USTF+) the Division's secure, online, client data registry (see <https://dmhas.dhs.state.nj.us/USTFPlus/>) A client record must be completed using the USTF+ online system for each client upon registration, program admission, program transfer, and discharge. Failure to submit USTF data within the specified time frame may result in the withholding of DMHAS funds

. For technical assistance with the USTF+ System, please email DMHAS.USTF.PlusSupport@dhs.nj.gov for general questions. If you have questions regarding a specific client data issue please create a Help Ticket from within the system itself. .

Bed Enrollment Data System (BEDS)

The Bed Enrollment Data System (BEDS) is a secure, web-based software application designed to expedite the placement of consumers into DMHAS Supportive Housing and Residential Services, as well as to track the utilization and availability of those resources. BEDS has been used by DMHAS contracted Supportive Housing and Residential providers, and DMHAS staff alike to: 1.) locate available housing opportunities/slots for DMHAS consumers, 2.) provide an accounting of housing resources in real-time, and 3.) enhance provider accountability in contractual obligations to DMHAS.

Providers contracted by DMHAS for Supportive Housing and Residential services are contractually obligated by DMHAS to use the BEDS system. The success and reliability of the system is contingent on consistent and diligent use of BEDS by both DMHAS and its providers. Since the system is a web-based application, and the information provided is real-time, the expectation is that the providers maintain current information in the system including admissions, discharges and timely responses to referrals in accordance with AB 5:11.

At the start of CY21, BEDS has been updated to also include information on Short Term Care Facility (STCF) beds. This updated version of BEDS (BEDS 2.0) contains only minor improvements in functionality related to community-based, long term housing. The great majority of the updated software is relevant to utilization management of STCF beds. For technical assistance with the long-term, community-based housing component of BEDS 2.0, please contact DMHAS.BedsManagement@dhs.nj.gov at the DMHAS Office of Planning, Research, Evaluation, Prevention and Olmstead.

ANNEX C REVIEW AND REPORTING OF UNUSUAL INCIDENTS

1. Per N.J.S.A. 10:37-6, 10:37-9.9 and Division of Mental Health & Addiction Services (DMHAS) Community Incident Reporting Procedures. Agency is required to develop and maintain an incident review and reporting procedure for monitoring, investigating, and analyzing Unusual Incidents and reporting them to DMHAS. The agency is required to provide initial and follow-up incident reports to the DMHAS Quality Management Unit, per DMHAS Community Incident Reporting Procedure.

The agency is required to report to the DMHAS the following types of incidents and/or allegations:

- Death (Expected & Sudden and Unexpected)
 - Suicide Attempt
 - Injury (Moderate & Major)
 - Elopement/Walkaway
 - Criminal Activity
 - Alleged Abuse (Physical; Sexual or Verbal/Psychological)
 - Alleged Assault (Physical [Moderate & Major Injury] or Sexual)
 - Sexual Contact
 - Alleged Neglect
 - Alleged Exploitation
 - Medical
 - Operational
 - Rights Violation
 - Media Interest
 - Overdose (Moderate & Major Injury)
2. Agency shall maintain complete records of all Unusual Incidents, including the initial and follow-up incident reports, investigative materials, as well as reports of conclusions, recommendations, action(s) to reduce risk, prevent recurrences, or resolve problems, and follow up of corrective actions taken.
 3. For technical assistance, you may contact your DMHAS UIR Coordinator or a staff from the Critical Incident Management Unit (CIMU) at the Department of Human Services (DHS).

NEW JERSEY DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES

Community Unusual Incident Reporting Procedure

Purpose

The purpose of the Community Unusual Incident Reporting System is to establish a means whereby programs licensed and/or funded by the DMHAS/DHS:

- notify the Division of the occurrence of unusual incidents;
- evaluate incidents within the context of the agency's daily and overall operations.

DMHAS will collect incident data to:

- gather information for contract monitoring and licensing;
- aggregate incident patterns and trends for planning.

The system is designed to:

- improve service;
- safeguard consumer rights;
- assure consumer and staff safety

Policy

This policy describes procedures for the reporting of unusual incidents by licensed or contracted programs to the DMHAS (Central and Regional Offices). The reporting of community incidents is required per N.J.S.A. 10:37-6.108, 10:37-9.9(B.3).

Reportable Incidents Include

Death, Expected: death of a consumer with a recent (6 months or less) medical prognosis of probable or imminent expiration.

Death, Sudden and Unexpected: death of a consumer that was not medically anticipated. (Examples include suicide, homicide, overdose and/or unanticipated death due to unforeseen circumstances/complications.)

Suicide Attempt: refers to an attempt to intentionally kill one's self regardless if the act resulted in injury.

Injury: refers to the accidental, self-inflicted, or intentional damage to the body by an external force that results in moderate to major injury.

Elopement: refers to only those consumers with a criminal status (KROL, IST, NGRI, Sex Offender) who leave the agency/program premises and are not able to be located after a diligent search of two (2) hours and there is a concern for the consumer's safety and/or the safety of others.

Walkaway: refers to consumers, without a criminal status, who are **At Risk** and leave the program and cannot be located after a diligent and reasonable search of two (2) hours.

Criminal Activity: refers to the alleged activity of a consumer or staff on duty meeting the thresholds of NJ Criminal Statutes Title 2C, specifically N.J.S.A. 2C: 43-1, the Grading of Offenses or N.J.S.A. 2C: 24-7 & 8 – Neglect of the Elderly and the Disabled.

Physical Abuse: refers to a physical act directed at a consumer by a staff, volunteer, intern, or consultant/contractor of a type that could tend to cause pain, injury, anguish, and/or suffering.

Sexual Abuse: acts or attempted acts such as rape, exposure of genital body parts, sexual molestation, sexual exploitation, or inappropriate touching of an individual by a staff, volunteer, intern, or consultant/contractor. *Any form of sexual contact or activity between a staff, volunteer, or intern and a consumer is abuse, regardless of whether the consumer gives consent or the staff, volunteer, or intern is on or off duty.*

Verbal/Psychological Abuse: any verbal or non-verbal acts or omissions by a staff, volunteer, intern or consultant/contractor which inflicts emotional harm, mental distress, invocation of fear and/or humiliation, intimidation, degradation, or demeaning a consumer.

Physical Assault: act of touching or striking a victim's body to cause physical harm, which results in moderate or major injury. The acts perpetrated under the physical assault category could occur between two consumers, "other" to consumer, or consumer to staff or "others". *When staff persons charged with the responsibility of supervising or providing direct care physically strikes a consumer, the incident is always categorized as **abuse** and must be reported as such.*

Sexual Assault: incidents of nonconsensual sexual activity involving penetration, such as vaginal and anal intercourse; the insertion of a hand, finger, or object into the anus or vagina; or cunnilingus and fellatio. The acts perpetrated under the sexual assault category could occur between two consumers, "other" to consumer, or consumer to staff or "others".

Sexual Contact: refers to the intentional, non-consensual touching of an individual's breast, genital, or anal area, over or under clothing, with the purpose of sexual arousal and/or gratification of the perpetrator. *Any act perpetrated by staff upon/involving a consumer is considered abuse and must be reported as such.*

Neglect: the failure of caregiver (person responsible for the consumer's welfare) to provide the needed services and supports to ensure the health, safety and welfare of the consumer. These supports and services may or may not be defined in the consumer's plan or otherwise required by law or regulation. This includes acts that are intentional, unintentional, or careless regardless of the incidence of harm.

Exploitation: any willful, unjust, or improper use of a consumer or his/her property/funds, for the benefit or advantage of another; condoning and/or encouraging the exploitation of a consumer by another person.

Medical: refers to a wide variety of incidents that significantly impact or could potentially affect the general health, safety and welfare of consumers, including the following incidents/allegations: disease/illness-communicable with operational impact, bed bug infestation requiring relocation of consumers with operational impact, medication/treatment errors with potentially serious effect, missing controlled drugs and unplanned medical/psychiatric hospital admissions.

Operational: this category consists of a wide variety of incidents that significantly impact or could potentially affect the general health, safety, and welfare of consumers or impacts on the daily operation of the facility or program. This includes the following subcategories: destruction/damage to state, provider/staff or consumer property; environmental; fire; mass disturbance; operational breakdown; public safety issue; theft/loss; unexpected staff shortages.

Rights Violation: refers to any act or omission that deprives a service recipient of human or civil rights, including those rights which are specifically mandated under applicable regulations.

Media Interest: refers to media or journalistic attention that has been or is likely to be generated or intensified regarding any reportable incident involving the Department, Division(s), consumers or staff. Said media interest may or may not have an impact on daily facility operations. Media interest can apply to any type of reportable incident.

Overdose: the unintentional use or misuse of a drug that results in harm (**this does not include intentional overdoses**). The use or misuse can occur with legal substances (e.g., Alcohol), with drugs prescribed for medical reasons (e.g.: opioid pain medications) and with illegal drugs (e.g.: cocaine, heroin) as well as combinations of these and which leads to moderate or major injury.

Initial Incident Reporting

Incidents and allegations identified as A+ level, as outlined in Addendum to A.O. 2:05, Appendix A, Department of Human Services, UIRMS Incident Category List, DMHAS Community shall be immediately reported by telephone to the UIR Coordinator as well as submission of the initial incident report that same day. Agency shall submit the *Initial Incident Report Form* for all other incidents and allegations the same day or the next business day via e-mail/fax. The form should be sent to the UIR Coordinator at the following e-mail address, dmhas.incidentrept@dhs.nj.gov. A faxed report will be accepted as a back-up method of communication. The fax number is: 609-341-2324.

Follow-up Reporting

The agency shall conduct an internal review/analysis of the incident and submit a *Follow-up Incident Report Form* no later than 45 calendar days from the date the incident was known to the agency. The follow-up report is to be sent via e-mail/fax to the DHS/DMHAS entity responsible for closure, as per Administrative Order 2:05, Division of Mental Health and Addiction Services Community Addendum, Closure of Incidents. The closing entities include: DHS Office of Investigations Unit (OI) DHS Critical Incident Management Unit (CIMU), DOH Office of Licensing Special Operations Unit and the DMHAS. The UIR Coordinator or designee will inform the agency if a follow-up report is required and to which entity to send the follow-up report.

The main purpose of the Follow-up Report is:

- to provide a record of what happened,
- to provide documentation of a thorough and credible review by the agency, and
- to provide the facts to base recommendations and actions by the agency.

The standard Follow-up Report and appendices are to be used by all agencies for reporting the outcome of the review of the incident.

To be considered thorough and credible a follow-up incident report must include detailed responses to all inquiries on the form as well as the applicable appendices/questionnaires.

All forms, including the Initial Incident Report Form, Follow-up Incident Report Form and appendices, are available on the DMHAS website at the following link: [Division of Mental Health and Addiction Services | Incident Reporting](#).

DMHAS Review of Incidents

As indicated in Administrative Order 2:05, DMHAS Community Addendum, Closure of Incidents, the DMHAS and DHS will review all incidents for adherence to these requirements and will be responsible for closing cases.

Incidents will be reviewed for thoroughness and credibility by the responsible closing entity. The follow-up information will be entered into the Unusual Incident Reporting Management System (UIRMS). If the information received is complete the closing entity will close the case in UIRMS or list it as pending if there continues to be unanswered questions.

Investigation Findings and Plans of Correction

In the event that an unusual incident is investigated by the DMHAS Office of Investigations (OI) and receives a substantiated finding and/or related concerns are discovered, a Plan of Correction is required to be submitted to the DMHAS Quality Management Unit.

An acceptable Plan of Correction must contain the following elements:

1. The underlying reason/cause identified for the deficiency cited.
2. The plan for improving processes that led to the finding cited (including addressing systems improvements to prevent the likelihood of recurrence) including completion date.
3. Monitoring/tracking procedures to ensure the plan of correction is effective and specific findings cited remain corrected and in compliance with the agency's policies and procedures and reflective of best practice.
4. Include length of time to monitor and title of person responsible for implementing the plan of correction.

Confidentiality

Any and all information related to unusual incidents must be maintained and processed in a secure manner that only provides access to those agency individuals who are authorized to have such access.

All incident reports and related findings contain protected health information and are not permitted to be released to outside entities without a court order.