

COMMUNITY RESIDENCES FOR ADULTS WITH MENTAL ILLNESS

ANNEX A

NAME OF AGENCY: _____

CONTRACT NUMBER: _____ CONTRACT TERM: _____ TO _____

BUDGET MATRIX CODE: 24

This Annex A specifies the services that the Provider Agency, a licensed community residence for adults with mental illness, 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.

A. Provider agency acknowledges and understands that community residences shall be defined in accordance with N.J.A.C. 10:37A-1.1 et seq.

B. Provider agency agrees to provide the specified services consistent with the purposes stated in N.J.A.C. 10:37A-1.1(c), N.J.A.C. 10:37A-6.1, and N.J.A.C. 10:37A-6.2(a).

II. DEFINITIONS.

For purposes of this Annex A, all terms shall be defined in accordance with the applicable regulations at N.J.A.C. 10:37A-1.2.

III. LICENSING.

Provider agency warrants and represents that it is duly licensed to provide services in accordance with N.J.A.C. 10:37A-12.1 et seq. and that it is subject to all of the provisions contained in N.J.A.C. 10:37A-12.1 through and including N.J.A.C. 10:37A-12.14, and all statutory and regulatory provisions contained therein.

IV. COMPLIANCE AND MONITORING.

A. Provider agency shall comply with all applicable Federal and State laws and policy, and all implementing regulations, including but not limited to:

1. N.J.A.C. 10:37A-1.1 et seq. and the statutory and regulatory standards contained therein;
2. applicable rules in N.J.A.C. 10:37-1.1 et seq.; and
3. applicable rules in N.J.A.C. 10:37D-1.1 et seq.

B. Provider agency shall comply with the quality assurance requirements contained in N.J.A.C. 10:37A-10.1.

C. Provider agency shall comply with all monitoring and inspection activities in accordance with N.J.A.C. 10:37A-12.10.

V. CONSUMERS.

A. Provider agency shall provide services to consumers who satisfy the admission criteria contained in N.J.A.C. 10:37A-3.1.

B. Provider agency shall develop and submit to DMHAS written admission criteria and procedures in accordance with N.J.A.C. 10:37A-3.1.

C. The parties acknowledge and agree that pursuant to N.J.A.C. 10:37A-3.1(b) and Administrative Bulletin 5:11, consumers who satisfy the admission criteria and who are being discharged from a State psychiatric hospital shall be the primary target population.

D. Provider agency shall maintain and submit to DMHAS current (in real time) admission, discharge and vacancy data on the New Jersey web based Bed Enrollment Data System (BEDS) and in accordance with N.J.A.C. 10:37A-3.1(d).

VI. INTAKE POLICIES AND PROCEDURES.

Provider agency shall comply with all of the intake policies and procedures contained in N.J.A.C. 10:37A-4.1.

VII. PROVIDER AGENCY'S SCOPE OF SERVICES.

A. Provider agency shall provide access to an on-call staff member in accordance with N.J.A.C. 10:37A-6.2(a).

B. Provider agency shall comply with and provide the services delineated in N.J.A.C. 10:37A-6.2 and N.J.A.C. 10:37A-6.3.

C. Provider agency shall comply with and provide the medication services delineated in N.J.A.C. 10:37A-6.4.

D. Pre-Admission Services. The parties acknowledge and agree that pursuant to Administrative Bulletin 5:11, DMHAS and the provider agency are obligated to maximize the utilization of all DMHAS contracted services for consumers being discharged from State

psychiatric hospitals. Accordingly, in addition to all of the services identified in this Section VII and N.J.A.C. 10:37A-1.1 et seq., provider agency shall provide the following pre-admission services to consumers being referred to it by State psychiatric hospital staff upon anticipated discharge from same:

1. Attendance and participation in hospital discharge planning meetings;
2. Completion of the intake process in accordance with N.J.A.C. 10:37A-4.1(f);
3. Completion of the nursing assessment in accordance with N.J.A.C. 10:37A-4.4;
4. Face-to-face meeting(s), when necessary, with consumers who are discharge reluctant;
5. 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 State hospital setting.
6. Brief Overnight Visits to provider agency's community residence when required by the State psychiatric hospital placement entity (as defined by Administrative Bulletin 5:11) with consumers who are discharge reluctant; and
7. Enroll and place the consumer in provider agency's community residence.

VIII. RESPONSIBILITIES.

A. Provider agency shall complete a written comprehensive needs assessment in accordance with N.J.A.C. 10:37A-4.3.

B. Provider agency shall complete nursing assessments and reassessments in accordance with N.J.A.C. 10:37A-4.4.

C. Provider agency shall provide face-to-face nursing visits in accordance with N.J.A.C. 10:37A-4.4(e).

D. Provider agency shall provide individualized treatment plans in accordance with N.J.A.C. 10:37A-4.5 and the regulatory provisions referenced therein.

IX. LEASE REQUIREMENTS.

A. Consumers residing in supervised residences shall not be required to be a party to a lease in accordance with N.J.A.C. 10:37A-1.1(c).

B. Consumers residing in shared supportive housing residences shall have leases in their own names, and providers shall only be required to comply with N.J.A.C. 10:37A-1, 8, 10, and 12, in accordance with N.J.A.C. 10:37A-1.1(c).

X. TERMINATION OF CONSUMER SERVICES.

Provider agency shall comply with the standards and procedures contained in N.J.A.C. 10:37A-11.1 through and including N.J.A.C. 10:37A-11.4, and the statutory and regulatory provisions referenced therein.

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B. Provider agency shall not discharge a consumer without prior DMHAS approval.

C. Provider agency shall complete and submit to DMHAS the Request for Discharge form [available [here](#)] for all requested discharges. *All applicable fields* must be completed. The form shall be signed by a Supervisor, and a copy shall be submitted to the Provider Agency's Chief Executive or Chief Operating Officer. The Request for Discharge form shall be maintained in the consumer's record.

D. DMHAS will approve or disapprove the discharge upon receipt of all of the requisite documentation, compliance with all of the procedural requirements, and verification of the substantive grounds for discharge.

XI. STAFF MEMBER QUALIFICATIONS AND TRAINING.

A. Provider agency shall comply with all of the staffing provisions in N.J.A.C. 10:37A-7.1 and N.J.A.C. 10:37A-7.2 and the statutory and regulatory provisions referenced therein.

B. Provider agency shall comply with all staff training and training manual requirements delineated in N.J.A.C. 10:37A-7.3.

C. In accordance with N.J.A.C. 10:37A-1.1(a), provider agency staff shall be familiar with, and services shall embody, to the extent practicable, the Wellness and Recovery and Supportive Housing Principles set forth at N.J.A.C. 10:37A Appendix B.

XII. CONSUMER SERVICE AGREEMENT.

A. Provider agency shall develop and maintain a Consumer Service Agreement in accordance with N.J.A.C. 10:37A-4.2.

B. Provider agency shall provide each consumer with the Statement of Consumer Rights, as it appears in N.J.A.C. 10:37A, Appendix A.

XIII. DOCUMENTATION.

A. Provider agency shall complete and maintain written records in accordance with N.J.A.C. 10:37A-5.1 and the statutory and regulatory provisions referenced therein.

B. Provider agency shall complete and maintain progress notes in accordance with N.J.A.C. 10:37A-5.2.

C. Provider agency shall complete and maintain termination summaries in accordance with N.J.A.C. 10:37A-5.3.

D. Provider agency shall complete and maintain financial records in accordance with N.J.A.C. 10:37A-5.4.

E. Provider agency shall develop and maintain written affiliation agreements with local screening services in accordance with N.J.A.C. 10:37A-6.2(c) and (e).

F. Provider agency shall maintain written medication records in accordance with N.J.A.C. 10:37A-6.4.

G. Provider agency shall maintain staff training records in accordance with N.J.A.C. 10:37A-7.3.

XIV. PROVIDER AGENCY POLICY AND PROCEDURE MANUAL.

A. 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, implement, maintain, and revise, as necessary, a written policies and procedures manual in accordance with N.J.A.C. 10:37A-2.1 and N.J.A.C. 10:37A-2.2.

B. Provider agency shall comply with all of the manual provisions contained in N.J.A.C. 10:37A-2.1 and N.J.A.C. 10:37A-2.2.

XV. COMPLAINT PROCEDURES.

Provider agency shall comply with all of the internal complaint procedure provisions contained in N.J.A.C. 10:37A-9.1 through and including N.J.A.C. 10:37A-9.4, and all statutory and regulatory provisions referenced therein.

XVI. FACILITY REQUIREMENTS.

Provider agency shall comply with all of the facility requirements contained in N.J.A.C. 10:37A-8.1 through and including N.J.A.C. 10:37A-8.17, and the statutory and regulatory provisions referenced therein.

XVII. 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 Fee for Services Contract to which it is annexed;

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