

PROGRAMS FOR ASSERTIVE COMMUNITY TREATMENT

ANNEX A

This Annex A specifies the PACT (Programs for Assertive Community Treatment) 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 the purpose of PACT is to provide comprehensive, integrated rehabilitation, treatment and support services to individuals with serious and persistent mental illness, who have had repeated psychiatric hospitalizations, and who are at serious risk for psychiatric hospitalization. PACT, provided in vivo by a multi-disciplinary service delivery team, is the most intensive program element in the continuum of ambulatory community mental health care. Services to an individual may vary in type and intensity. Treatment has no predetermined end point. This annex A provides a description of the consumers for whom the services are targeted, the range of services to be provided, the requirements and responsibilities of the provider agencies and their staff, and the procedures required to provide the services.

Provider agency shall be guided by all of the principles contained in N.J.A.C. 10:37J-1.1(c).

II. DEFINITIONS.

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

III. LICENSING.

Provider agency warrants and represents that it is duly licensed to provide PACT services in accordance with N.J.A.C. 10:190 and N.J.A.C. 10:37J-2.2.

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. 10:37J-1.1 et seq.;
2. N.J.A.C. 10:37-1.1 et seq.; and
3. N.J.A.C. 10:37D-1.1 et seq.

B. Provider agency shall meet the continuous quality improvement requirements contained in N.J.A.C. 10:37J-2.12 and N.J.A.C. 10:37-9.

C. Provider agency shall provide access to, and cooperate with all monitoring activities conducted by, DMHAS.

D. Provider agency shall compile and submit information requested by DMHAS in accordance with N.J.A.C. 10:37J-2.12(b)(4).

V. CONSUMERS.

A. Provider agency shall provide PACT services to eligible consumers in accordance with N.J.A.C. 10:37J-2.3.

B. Prior to admission, provider agency shall complete and submit to DMHAS for approval applications for admission, which applications must be submitted through the New Jersey web based Community Services Information System (CSIS) and in accordance with N.J.A.C. 10:37J-2.3(c).

VI. PROVIDER AGENCY'S SCOPE OF SERVICES.

A. Provider agency shall comply with all of the standards and level of treatment in accordance with N.J.A.C. 10:37J-2.4.

B. Provider agency shall comply with and provide all of the services delineated in N.J.A.C. 10:37J-2.5.

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

1. Completion of an assessment to identify and review a consumer's strengths, needs, and consumer-defined goals, based upon input from the consumer, significant other, family members and health professionals, in accordance with N.J.A.C. 10:37J-1.2 (assessment);

2. Attendance and participation in hospital discharge planning meetings;

3. Provision of support to the consumer that is necessary to expedite State psychiatric hospital discharge,

4. Face-to-face meeting(s), when necessary, with consumers who are discharge reluctant; and

5. Housing searches, previews with the consumer and assistance securing housing for consumers who are without accommodations and will be the recipient of a housing subsidy funded by the Division or another funding source, for example Section 811, mainstream vouchers or rental subsidies, in order to expedite State psychiatric hospital discharge.

D. In-Reach Services.

1. The Provider Agency shall provide in-reach services in accordance with the In-Reach Guidelines included as Appendix A in the Mental Health Fee-for-Service Program Provider Manual.

2. The Division shall pay the Provider Agency for in-reach services in accordance with the In-Reach Guidelines included as Appendix A in the Mental Health Fee-for-Service Program Provider Manual at the rate set forth in Annex B-2.

3. In-reach services shall include:

a. Attendance and participation in hospital discharge planning meetings;

b. Attendance and participation in the Initial Treatment Plan Meeting and any other treatment meetings required by hospital staff;

c. Face-to-face meeting(s), when necessary, with consumers who are discharge reluctant; and

d. Housing searches, previews with the consumer and assistance securing housing for consumers who are without accommodations and will be the recipient of a housing subsidy funded by the Division or another funding source, for example Section 811, mainstream vouchers, or rental subsidies, in order to expedite State psychiatric hospital discharge.

VII. **RESPONSIBILITIES.**

Provider agency shall perform and maintain clinical records, assessments, recovery plans and progress notes in accordance with N.J.A.C. 10:37J-2.6.

VIII. **TERMINATION OF CONSUMER SERVICES.**

A. Provider Agency shall comply with all of the termination provisions contained in N.J.A.C. 10:37J-2.7.

B. Prior to discharge, provider agency shall complete and submit to DMHAS for approval applications for discharge, which applications must be submitted through the New Jersey web based Community Services Information System (CSIS) and in accordance with N.J.A.C. 10:37J-2.7.

IX. STAFF, QUALIFICATIONS AND TRAINING.

A. Provider agency shall comply with all of the provisions in N.J.A.C. 10:37J-2.5, N.J.A.C. 10:37J-2.8 and N.J.A.C. 10:37J-2.9.

B. In addition to the staff requirements contained in N.J.A.C. 10:37J-1.1 et seq., provider agency shall also maintain the following regular business hours, at a minimum: weekdays, Monday through Friday, from 8:00 a.m. to 5:00 p.m. or 9:00 a.m. to 6:00 p.m.; and at least one weekend day, Saturday or Sunday, from 8:00 a.m. to 5:00 p.m. or 9:00 a.m. to 6:00 p.m.

C. Provider agency shall establish and maintain specific policies and procedures for management of staff safety and debriefing of staff exposed to unusual and traumatic incidents in accordance with N.J.A.C. 10:37J-2.12(b)(3).

X. FACILITY REQUIREMENTS.

Provider Agency shall maintain facility and office space for PACT in accordance with N.J.A.C. 10:37J-2.10.

XI. DOCUMENTATION.

A. Provider agency shall maintain records in accordance with N.J.A.C. 10:37J-2.11 and the statutory and regulatory provisions referenced therein.

B. Provider agency shall maintain a list of pending status or deferred consumers in accordance with N.J.A.C. 10:37J-2.12(b)(1).

C. Provider agency shall submit initial and follow-up community incident reports for unusual incidents in accordance with N.J.A.C. 10:37J-2.12(b)(2) and the regulatory provisions referenced therein.

D. Provider agency shall release records in accordance with N.J.A.C. 10:37-6.79 and 10:37J-2.6(b)6.

E. Provider agency shall develop and maintain written affiliation agreements with primary referral sources in accordance with N.J.A.C. 10:37J-2.1(c).

XII. 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 and their families. The policies and procedures shall comply with all of the provisions of N.J.A.C. 10:37J-2.1(a) and 2.1(b).

XIII. 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.