

# SUPPORTED EMPLOYMENT

## ANNEX A

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**NAME OF AGENCY:**

**CONTRACT NUMBER:**

**CONTRACT TERM:**

**TO**

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**BUDGET MATRIX CODE:**        34  

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This Annex A specifies the Supported Employment 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 Employment is an approach to vocational rehabilitation for people with serious mental illness that emphasizes: i) helping consumers obtain competitive work in the community and ii) providing the supports necessary to ensure their success in the workplace. The program helps consumers find jobs that pay competitive wages in integrated settings in the community. The overriding philosophy is that every person with a serious mental illness is capable of working competitively in the community if the right kind of job and work environment can be identified and secured. Rather than trying to sculpt consumers into becoming “perfect workers” through extensive prevocational assessment and training, consumers are offered help finding and keeping jobs that capitalize on their personal strengths and motivation. Thus, the primary goal of supported employment is not to change consumers, but to find a natural “fit” between consumers’ strengths and experiences and jobs in the community. Supported employment therefore de-emphasizes prevocational assessment and training and puts a premium on rapid job search and attainment.

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

**Comprehensive Intake Assessment** - the ongoing process of identifying and reviewing a consumer's employment skills, strengths, preferences, interests, needs, and goals based on the following sources: consumer records and input from the consumer, the consumer’s health and treatment professionals and, to the extent permitted under applicable confidentiality laws and the Provider Agency’s policies and procedures, the consumer’s family members and prior employers.

**Career Profile Assessment** – the assessment consistent with and on a form including, at a minimum, the information contained in the standard Vocational Profile form found in the Substance Abuse and Mental Health Services Administration (SAMHSA) best practices kit for Supported Employment. The career profile assessment shall be completed by the consumer and the consumer’s employment specialist. The career profile assessment shall be used to assist the consumer employment specialist’s rapid employment search for the consumer and shall be updated as needed.

**Competitive Wage Employment** – full-time or part-time employment that pays a wage not less than the State of New Jersey minimum standards; they are jobs that anyone can have regardless of their disability status and are not jobs that are set aside for people with disabilities. The wage may not be less than the wage (and level of benefits) paid for the same work performed by people who do not have a mental illness.

**Consumer** – individual eligible to receive supported employment services in accordance with this Annex A.

**Employment Service Plan** – the written plan consistent with and on a form including, at a minimum, the information contained in the standard Individual Employment Plan form found in the SAMHSA best practices kit for Supported Employment. The employment service plan shall be completed by the consumer’s employment specialist and updated as needed.

**Employment 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 assessment and employment service plan; and assisting the consumer in locating competitive employment in an integrated setting.

**Integrated Setting/Employment** – employment setting where other employees do not necessarily have a mental illness or disability.

**Job/Employment Development** – the process of identifying employment opportunities consistent with the consumer’s employment service plan at a competitive wage and in an integrated setting.

**Job/Employment Placement** – the commencement of the consumer’s employment at a competitive wage and in an integrated setting consistent with the consumer’s employment service plan.

**Multidisciplinary Treatment Team Meeting** – meeting(s) with a consumer’s employment 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 conditions 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 the 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 with a serious mental illness (as defined in this Annex A) who are legally eligible to work in the United States and who state a desire to work. Persons are not prevented from participating in supported employment 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 employment services from the New Jersey Division of Developmental Disabilities.

### **V. PROVIDER AGENCY'S SCOPE OF SERVICES.**

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

A. Comprehensive Intake Assessment – the ongoing process of identifying, reviewing and updating a consumer's comprehensive intake assessment as defined herein.

1. The initial assessment shall include: a. a face-to-face meeting between the consumer and the employment specialist, which meeting must take place within the first seven (7) days of the consumer's enrollment; b. the consumer's career profile assessment, as defined herein; and c. identifying information (name, gender, DOB, religion, race, SSN), referral date and source, presenting problem/reason for referral, social support system (family, friends, etc.), psychiatric history, current mental status and DSM V diagnosis, current living situation, contact information, physical health, medication history, current medication regimen with prescribing physician, educational history and current needs, work history and current needs, functional skills and deficits including activities of daily living, recreation/social needs, aggressive/violence history (if applicable), substance use history (if applicable), and risk factors (if applicable). The assessment shall also include the consumer's career profile assessment. 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. The 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 a month.

3. Assessments shall be updated periodically based upon availability of consumer information and the requirements of this Annex A.

4. The assessment process shall not be delayed by or dependent upon the completion of community based assessments (such as situational assessments, vocational tests, work evaluations or performance exams). However, community based assessments may be used to assess a consumer's skills.

B. Employment Service Planning – the ongoing process of organizing the outcomes of the assessment, completing the employment service plan as defined herein, assisting consumers with self-directed job search, the provision of individualized job development and employment placement assistance. The entire assessment process does not have to be fully completed in order for the employment service planning to begin. The employment service planning process shall continue throughout the consumer's entire program length of stay and the employment service plan shall be reviewed every three (3) months during the first year of service and every six (6) months thereafter. The employment service planning process shall not be delayed by or be dependent upon the completion of community based assessments (such as situational assessments, vocational tests, work evaluations or performance exams). However, community based assessments may be used to assess a consumer's skills.

C. Benefits Counseling – provide consumers with general benefits information and when necessary, access to specialized benefits counseling (through the New Jersey Work Incentive Network Support/NJWINS), so consumers can obtain accurate information about the impact of

their employment on their benefits. Benefits counseling shall be provided when consumers begin to receive supported employment services and when they experience a change in work status.

D. Job/Employment Development and Placement – actively assist consumers with identifying and obtaining employment opportunities consistent with the consumer’s employment service plan at a competitive wage and in an integrated setting.

E. Integrated Services – coordinate supported employment 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 employment planning in the consumer’s treatment and/or recovery plan(s).

F. Follow-Along Support – provide consumers with individualized, follow-along supports for as long as the consumer desires supported employment services or until such time as the consumer becomes independent and no longer requires supported employment services. Such follow-along services shall include, but not be limited to, visits to the consumer’s place of employment at least once every month and whenever requested by the consumer.

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, the DMHAS and the provider agency shall maximize the utilization of all DMHAS contracted supported employment 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 vocational rehabilitation units of State psychiatric hospitals; and
2. provider agency shall perform an assessment to determine job readiness.

#### G. In-Reach Services

1. The Provider Agency shall provide “in-reach” services to consumers enrolled in supported employment services at the time of admission to an inpatient setting in accordance with the In-Reach Guidelines included as Appendix A in the Mental Health Fee-for-Service Program Provider Manual.

2. “In-reach” activities may include, but are not limited to:
  - a. Face-to-face meetings with the consumer to maintain rapport;
  - b. Perform pre-discharge assessment of supported employment readiness and planning
  - c. For consumers employed at the time of admission to the inpatient facility:
    - i. Assist the consumer to request a leave of absence from work;

ii. Maintain communication with the consumer's employer to the extent authorized by the consumer pursuant to a written consent;

iii. Assist the consumer transition back into employment upon discharge.

3. Payment shall be at the rate set forth in Annex B-2 subject to the limitations set forth in the business rules.

## **VI. RESPONSIBILITIES.**

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

A. Employment specialists shall:

1. provide only vocational services and no case management, residential or other non-vocational services; and

2. provide outreach and encouragement (by telephone, mail or community visits) to the consumer; and

3. complete the comprehensive intake assessment, ongoing assessments, employment service planning, integrated services, follow-along supports, and job placement; and

4. maintain progress notes; and

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

6. actively assist consumers explore competitive employment opportunities, which assistance must commence within thirty (30) days of the date of the consumer's enrollment; and

i. Competitive employment opportunities must be based on the consumer's employment preferences (including but not limited to type of employment, hours and location); and

ii. Competitive employment opportunities must be varied, exist in community settings (where less than 10% of the workforce is enrolled in supported employment services), and offer permanent status (or temporary status with the opportunity for permanent status); and

7. actively assist consumers with soft skills training (such as resume construction, marketing skills, interview skills, and communication skills), self-directed employment search skills, and career profile/aptitude testing; it is further provided, however, that neither

training nor testing shall delay or interfere with employment service planning or placement; and

8. assist consumers in determining whether to disclose their mental illness to an employer in order to secure reasonable accommodation, or not to disclose in order to maintain their anonymity; and

9. once employed, provide post-placement services including, but not be limited to, assisting consumers (on or off the employment site) with employment training so they may learn and master their new employment duties, acclimate to their employment environment, interact with colleagues and supervisors, problem solve and maintain employment; and

10. actively assist consumers in terminating employment (regardless of the circumstances of termination) and transitioning to new employment; and

B. Team Leaders shall:

1. monitor referrals and assign an employment specialist to every consumer;

2. supervise the supported employment team;

3. attend quarterly DMHAS meetings with provider agencies;

4. provide integrated services as defined in Section V herein;

5. conduct a monthly review of each employment specialist which review shall evaluate the specialist's activities (that is, the number of employer contacts, dates and times of employer contacts, number of consumer contacts, dates and times of consumer contacts, and number, date and times of consumer interviews);

6. conduct a quarterly review of employment specialists which review shall evaluate the specialist's employment outcomes (that is, the number and duration of successful employment placement); and

7. track monthly employment outcomes which record shall specify employers, employment titles, dates of employment, hours worked and wages earned.

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

A. Employment specialists shall conduct a periodic review of each consumer to determine if supported employment services should be continued, modified or discontinued. Such periodic assessments shall take place at least once every ninety (90) days. The term or termination of services shall be based upon each consumer's progress and employment status, which shall be documented in progress notes in the consumer's file.

B. Supported employment 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 maintaining employment without assistance from the provider agency;
3. the consumer requested the termination of supported employment services or expressed a desire not to work;
4. the consumer is hospitalized or incarcerated for a period of ninety (90) days or more; or
5. 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 employment 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 team leader and a sufficient number of employment specialists necessary to provide the requisite employment services to all enrolled consumers. It is further provided, however, that employment specialists shall not manage a caseload of more than twenty (20) consumers.

B. Team 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 employment specialist for people with serious mental illness.

C. Employment 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: i) one (1) year of relevant business and/or vocational experience; and ii) one (1) year of working with people with a 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 employment, which record shall contain the following:

1. Comprehensive Intake Assessment(s) made and completed in accordance with Section V herein.

2. Career Profile Assessment made and completed in accordance with Section V herein.

2. Employment Service Plan(s) made and completed in accordance with Section V herein. The employment service plan shall also include, but not be limited to, the consumer's employment status, progress, service recommendations, changes in employment goals and any revision in the provision of supported employment services.

3. Progress notes made and completed in accordance with Section V herein. Progress notes shall include, but not be limited to, services provided, employment placement, progress made and progress lost. Each progress note shall describe significant events (including but not limited to employment applications, employment referrals and employment placement), 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. Employment Development Binder shall be maintained and shall include, but not be limited to, a record of every employment opportunity.

E. 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.

F. 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 employment services;
- B. Monitoring of consumer's utilization of supported employment services;
- C. 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.
- D. Staff supervision and training; and
- E. 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, educational, or social services funded by other programs, as supported employment 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 employment services which are an integral part of another provider service, including but not limited to psychosocial rehabilitation services that include a vocational 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 any costs associated with starting up or operating a business except as specifically related to and necessary for consumer support.
- E. 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 for employment training; and
8. An employment development (employment search) session may not be billed for more than one (1) specific consumer; and
9. Provider agency's licensing, development, marketing and/or staff training.

#### 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 employment 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 employment services are subject to the same business rules applicable to face-to-face supported employment 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 employment 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 Employment Annex A, as appropriate.

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

a. Internet research regarding careers, occupations and/or jobs, on behalf of a specific consumer.

b. Internet and other research regarding the availability of work incentives offered by government programs, such as SSI or SSDI, on behalf of a specific consumer.

c. Drafting a resume for a specific consumer outside of the consumer's presence and based on information provided by the consumer.

d. Telephone communications with:

i. the consumer to discuss employment status, employment opportunities, employment-related issues and/or to provide follow along supports;

ii. potential and/or current employers to discuss employment opportunities and/or employment-related issues 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 employment status, employment opportunities and/or employment-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.