CHAPTER 37J

PROGRAMS OF ASSERTIVE COMMUNITY TREATMENT

Authority

N.J.S.A. 30:1-12 and 30:9A-1 and 10.

Source and Effective Date

R.2003 d.68, effective February 3, 2003.
See: 34 N.J.R. 906(a), 35 N.J.R. 875(a).

Chapter Expiration Date

In accordance with N.J.S.A. 52:14B-5.1c, Chapter 37J, Programs of Assertive Community Treatment, expires on August 1, 2008. See: 40 N.J.R. 974(a).

Chapter Historical Note

Chapter 37J, Programs of Assertive Community Treatment, was adopted as R.2003 d.68, effective February 3, 2003. See: Source and Effective Date. See, also, section annotations.

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SUBCHAPTER 1. GENERAL PROVISIONS

10:37J-1.1 Scope and purpose

(a) The rules in this chapter shall apply to all Programs of Assertive Community Treatment (PACT).

(b) The purpose of PACT is to provide comprehensive, integrated rehabilitation, treatment and support services to those individuals who are most challenged by the need to cope with serious and persistent mental illness, as evidenced by repeated 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. These rules provide a description of the consumers for whom the services are targeted, the range of services to be provided, the requirements and responsibilities of the PA's and their staff, and the procedures required to provide the services.

(c) PACT teams shall be guided by the following principles:

1. It is possible for most adults with a severe and persistent mental illness to engage in the process of recovery and live successfully in normal community settings when adequate supports and services are provided.

2. The efficient provision of these supports and services is best accomplished through a self-contained clinical program that is the fixed point of responsibility for providing treatment, rehabilitation, and support services which are tailored to the unique needs and choices of individual consumers.

3. Using the integrated service approach and with the purpose of assisting consumers to develop skill competencies, PACT programs shall merge clinical and rehabilitation staff expertise (for example, psychiatric, nursing, ATOD abuse counseling, employment) within one service delivery team, managed by a qualified program director/coach. Accordingly, there will be minimal referral of consumers to other program entities for specialized treatment, rehabilitation, and support services.

4. Treatment/rehabilitation is based on maximizing the function of consumers in normal adult roles.

10:37J-1.2 Definitions

The words and terms in this chapter shall have the following meanings unless the content clearly indicates otherwise.

"Assessment" means the ongoing process of identifying and reviewing a consumer's strengths and needs based upon input from the consumer, significant others, family members and health professionals. The assessment process continues throughout the entire length of service.

"ATOD" means alcohol, tobacco, and other drugs of abuse.

"Boarding home" means a building containing two or more units of dwelling space arranged or intended for single room occupancy, exclusive of any such unit occupied by an owner or operator, offering no financial or personal services other than a room, food service, and laundry to two or more residents unrelated to the operator. Such facilities shall be licensed by the Department of Community Affairs, pursuant to P.L. 1979, c.496 (Rooming House/Boarding House Act of 1979).

"Crisis assessment and intervention" means in-home or in-community emergency care provided by a PACT team member(s) who has direct access to other PACT team members,

including the psychiatrist and PACT director/coach, for consultation and assistance.

"Development and support of recreational and social activities and relationships" means provision of skill training, including supervised teaching activities and experiences, provided individually or in small groups to improve communication and facilitate appropriate interpersonal behavior.

"Direct assistance to ensure that each consumer obtains the basic necessities of life, such as food, clothing, physical health and dental care, shelter and safety," means that the PACT team will maximally assist clients in meeting their concrete needs. To the extent possible, the team will assist enrollees in securing and maintaining safe, affordable housing in settings that are clean, attractive and promote stability and well-being.

"Direct assistance with structuring and performing basic daily living activities" means the provision of hands-on assistance with a wide range of independent living tasks.

"Division" means the Division of Mental Health Services within the Department of Human Services.

"In vivo" means assistance is provided in the consumer's home and other community settings. Direct assistance, individualized support, supervision, problem solving and the teaching of independent living skills are provided in the consumer's natural settings.

"Level I standards" means those standards with which mental health programs must be in full compliance in order to be granted or to continue to receive a Department license. Level I standards include those standards which relate most directly to client rights, safety, and staffing. With specific reference to the PACT program, Level I standards are: N.J.A.C. 10:37J-2.4, Program intensity; 10:37-2.5, Services to be provided and service coordination; 10:37-2.7, Terminations and discharges; and 10:37J-2.8, Staff requirements ..

"Medication prescription, administration, monitoring, and documentation" means psychiatric assessment and the prescription of appropriate medication. PACT staff, under the direction of the team psychiatrist, shall participate in the education, delivery, administration including observed self-administration, monitoring and documentation of medication. Staff shall assess and document the consumer's mental illness symptoms and behavior in response to medication and monitor for psychotropic medication side effects. Staff shall report observations to the team psychiatrist.

"Minimizing consumer involvement with the criminal justice system" means that the PACT team collaborates with police, court personnel, and jail and prison officials to ensure appropriate use of legal and mental health services. The team informs and educates the court, corrections and police officials in regard to the consumer's needs.

"Observed self-administration of medication," means a procedure in which any medication is taken orally, injected, or topically or otherwise administered by a PACT enrollee to himself or herself. The complete procedure of self-administration includes removing an individual dose from a previously dispensed (in accordance with the New Jersey State Board of Pharmacy rules, N.J.A.C. 13:39), labeled container (including a unit dose container), verifying it with the directions on the label, and taking orally, injecting, or topically or otherwise administering the medication.

"PACT" means Programs of Assertive Community Treatment.

"Provider agency" (PA) means a public or private organization which has a contract or an affiliation agreement with the Division to provide PACT services.

"PACT director/coach" means a designated manager within the administrative structure of the PA whom, although not a PACT team member, is dedicated to the success of the team(s). The director/coach provides leadership, support, guidance, networking, and advocacy efforts on behalf of the team(s) and the consumers that it serves.

"Primary consumer" means, for the purposes of this rule, a person who is most challenged by the need to cope with a serious and persistent mental illness and who meets the eligibility requirements set forth in this subchapter.

"Provision of ATOD services" means assistance to maintain a lifestyle free of substance abuse, with services to include assessment of each consumer's substance use, provision of, or referral to, substance abuse treatment, education and other related ATOD services.

"Provision of support to consumer's family and other members of the consumer's social network" means that the PACT team directly provides support, consultation and education to the consumer's family, for example, spouses, siblings, parents and significant others.

"Rehabilitation and support to assist consumers to find and maintain employment" means assistance to consumers in choosing, obtaining, and keeping employment.

"Residential health care facility" or "RHCF" means a facility that provides food, shelter, supervised health care and related services to four or more persons 18 years of age or older who are unrelated to the owner or administrator.

"Service planning" means the process of organizing the outcomes of the assessment in collaboration with the consumer, family members and significant others, and other service providers, to formulate a written service plan. The plan addresses the consumer's needs, services/ interventions that will be employed to address these needs, and strategies/ supports that will be utilized to engage and motivate the consumer. The service planning process shall continue throughout the consumer's receipt of PACT services.

"Symptom assessment, management and supportive counseling" means ongoing assessment of the consumer's mental illness symptoms, including the consumer's response to treatment. The concept extends to symptom education to enable the consumer to identify his or her mental illness symptoms, teaching of behavioral symptom management techniques to alleviate and manage symptoms not reduced with medication and assistance to the consumer to adapt and cope with internal and external stresses.

"Training and Technical Assistance (TTA) Initiative" means a Statewide program funded by the Division and operated by an existing PACT PA to provide training and technical assistance for new and existing PACT team members, the PACT team director/coach, and appropriate PA administrators in the various components of the PACT treatment model.

"Treatment, rehabilitation, and support interventions" means the holistic array of highly individualized activities, for example, clinical, direct assistance, educational, rehabilitation, vocational, skill development, mentoring, advocacy, and coordination provided by the team in order to engage, assist, and empower consumers in attaining mutually agreed upon service plan goals.

"USTF" means Uniform Services Transaction Form.

SUBCHAPTER 2. PROGRAM OPERATION

10:37J-2.1 Policies and procedures

(a) The PA shall develop and implement written policies and procedures to:

1. Ensure that the services provided comply with the rules in this chapter;

2. Support its responsibility to coordinate, participate in and ensure the provision of all services necessary to integrate each consumer into the community on a continuing basis;

3. Assure that consumers have input into all aspects of the program; and

4. Describe how PACT services are monitored and how these monitoring activities are integrated with the overall agency quality assurance plan.

(b) The PA shall have a written statement of philosophy and goals governing the organization's operation of the PACT Program.

(c) The PA shall develop written affiliation agreements with primary referral sources (State and county psychiatric hospitals, short-term care facilities, and integrated case management service providers), providers of psychiatric emergency/screening and crisis services, inpatient units, addiction resources and other key entities that serve PACT eligible consumers.

10:37J-2.2 Licensing

In accordance with Division licensing rules applicable to community mental health programs (N.J.A.C. 10:190), each PA shall obtain a license before implementing a PACT program.

Administrative change.
See: 39 N.J.R. 455(a).

10:37J-2.3 Eligibility

(a) The PA shall provide PACT services to eligible consumers.

(b) The PA shall consider as eligible any consumer who meets all of the following criteria:

1. Has a serious and persistent mental illness of at least twelve months duration;

2. Poses a high clinical risk of hospitalization, as evidenced by a recent history of hospital admission in the following priority order:

i. Two or more State psychiatric hospital admissions within the past 18 months;

ii. One State hospitalization within the past 18 months, in addition to one or more other psychiatric hospital admissions (including voluntary admissions) within the past 18 months;

iii. One State hospital admission within the past 18 months, in addition to multiple (two or more) screening center admissions within the past 18 months;

iv. Two short-term care facility (STCF) admissions, or two county hospital admissions, or a combined total of two, within the past 18 months;

v. One STCF admission or one county hospital admission, in addition to one or more other psychiatric hospital admissions (including voluntary admissions) within the past 18 months;

vi. One STCF admission or one county hospital admission, in addition to multiple (two or more) screening center admissions within the past 18 months; or

vii. Multiple (two or more) involuntary psychiatric hospital admissions to private psychiatric hospitals within the past 18 months;

3. Has at least one of the following primary DSM IV diagnoses on Axis I:

i. Schizophrenia or Other Psychotic Disorders (298.9);

ii. Major Depressive Disorders (296.xx);

iii. Bipolar Disorders (296.xx, 296.89);

iv. Delusional Disorder (297.); or

v. Schizoaffective Disorder (295.7);

4. Has impaired functioning in at least one of the following domains on a continuing or intermittent basis for at least one year:

i. Personal self-care;

ii. Interpersonal relationships;

iii. Work;

iv. Ability to acquire and maintain safe, affordable housing and at risk of requiring a more restrictive living situation; and

5. Has demonstrated lack of benefit from, or refusal to participate in, ICMS and/or another intensive ambulatory or residential mental health services for a period of at least six months.

(c) The PA shall obtain Division approval for each PACT consumer prior to intake, which shall only be denied if it is documented that one or more of the criteria is not met.

10:37J-2.4 Program intensity

(a) All of the standards delineated in this section relate to program intensity and shall be considered Level I standards.

(b) The PACT team shall be available to provide treatment, rehabilitation and support services 24 hours a day, seven days a week, 365 days a year.

1. PACT staff work schedules shall be responsive to consumer need, permitting the team to operate on evenings and weekends.

2. During all off-hours periods, PACT staff shall assume on-call coverage on a rotating basis and shall be available to respond immediately to consumers by telephone or in person, as needed. Psychiatric backup shall be available during all off-hours periods.

(c) A critical feature of the PACT team's service delivery shall be the unified team approach, whereby multiple staff members with a diversity of skills comprehensively address each consumer's mental health and life support needs.

(d) The PACT team shall have the capacity to provide as many contacts as needed to consumers experiencing significant problems in daily living.

(e) The PACT team shall have the flexibility to increase service intensity to a consumer in response to a consumer's needs.

(f) The team's highest priority shall be outreach to consumers and provision of services according to individual consumer needs and desires, with the majority of clinical contacts occurring in settings outside the offices of the PACT program.

10:37J-2.5 Services to be provided and service coordination

(a) This section delineates the services which PACT teams must provide to eligible consumers and also sets requirements for service coordination among PACT teams and other service providers. All of these standards shall be considered Level I standards.

(b) In order to help the consumer cope with and gain mastery over symptoms and disabilities in the context of daily living, the PACT team shall be available to provide symptom assessment, management, and supportive counseling. These services shall include, but not necessarily be limited to:

1. Ongoing assessment of the consumer's mental illness symptoms and the consumer's response to treatment;

2. Education of the consumer regarding his or her illness and the effects and side effects of prescribed medications;

3. Symptom management efforts directed to helping each consumer identify the symptoms and occurrence patterns of his or her mental illness and develop methods (internal, behavioral, or adaptive) to help lessen their effects; and

4. Provision, both on a planned and "as needed" basis, of such psychological support as is necessary to help consumers accomplish their personal goals and to cope with the stresses of day-to-day living.

(c) The PACT team shall be available to provide crisis assessment and intervention 24 hours per day, seven days per week, including telephone and face-to-face contact. These services may be provided in conjunction with the catchment area's designated screener or emergency services.

1. Response to crisis shall be rapid and flexible.

2. If screening center services, extended crisis evaluation beds, crisis housing, short-term-care and voluntary and involuntary inpatient units are necessary, then PACT staff shall fully collaborate in treatment. PACT shall provide support to the maximum extent possible, including accompanying the consumer to the local screening center or psychiatric emergency service and remaining with the consumer during the assessment process.

(d) The PACT team shall provide services in the areas of medication prescription, administration, monitoring, and documentation.

1. The PACT team psychiatrist shall:

i. Assess each consumer's mental illness symptoms and behavior and prescribe appropriate medication;

ii. Regularly review and document the consumer's mental illness symptoms as well as his or her response to prescribed medication treatment; and

iii. Monitor, treat, and document any medication side effects.

2. In accordance with applicable law, PACT team nurses shall establish medication policies and procedures which identify processes to:

i. Record physician's orders;

ii. Order medications;

iii. Arrange for all consumer medications to be organized through the team and integrated into staff daily and weekly schedules;

iv. Provide security for medications (that is, daily supplies, long-term injectable and longer-term supplies) and set aside a private, designated area for set up of medications; and

v. Administer medications to program consumers; train other team members regarding medication education, medication delivery, observation of self-administration of medication, and medication monitoring; and regularly assess other team members' competency in this area.

3. All PACT team staff shall assess and document the consumer's mental illness symptoms and behavior in response to medication and shall monitor for medication side-effects during the provision of observed self-administration and during ongoing face to face contacts.

4. Regarding PACT enrollees residing in Department of Health and Senior Services' licensed residential health care facilities (RHCFs), pursuant to N.J.A.C. 8:43–10.1(a), the RHCF is responsible for providing resident supervision and/or assistance during self-administration of medications and for documenting any observed instance where medications are not taken.

i. After obtaining the consumer's consent, PACT team staff shall collaborate with appropriate RHCF staff to ensure that PACT consumers are receiving prescribed medications. This shall include mutual sharing of information regarding PACT consumers' mental illness symptoms and behavior in response to medication and medication side effects. After obtaining the consumer's consent, a PACT team member shall meet in person with the RHCF operator and/or staff at least once per month to discuss the status of each PACT consumer residing in the RHCF and shall document the results of these meetings in the consumer's PACT record.

ii. PACT team staff shall also regularly advise the RHCF nurse(s) as to which medications are being prescribed and ordered by the PACT psychiatrist, communicate to the RHCF staff about PACT consumers' treatment plans, for example, goals, objectives, and interventions, and provide medication education for PACT consumers.

iii. For those RHCFs which are not "registered generators" under the applicable law (see, for example, N.J.A.C. 7:26–3A.8) and thus are unable to dispose of syringes and cannot administer injectable medications, PACT nurses shall administer injectable psychotropic medications, maintain a record of these injections in the consumer's PACT record, and communicate to the RHCF that such injections have been given.

5. Where a PACT enrollee resides in a boarding home ("BH") licensed by the Department of Community Affairs, the PACT team shall collaborate with appropriate BH staff to ensure that the consumer is receiving prescribed medications.

i. Collaboration shall include mutual sharing of information regarding PACT consumers' mental illness symptoms and behavior in response to medication and medication side-effects as permitted in N.J.A.C. 5:27–10.5.

ii. The PACT team shall regularly review the BH's records of residents who are PACT consumers as permitted in N.J.A.C. 5:27–8.1(c).

iii. The PACT team shall also provide regular communication to BH staff about PACT consumers' treatment plans, for example, goals, objectives, and interventions; and provide medication education. A PACT team member shall meet in person at least once per month with the BH staff and/or operator to discuss the status of each resident who is a PACT consumer and shall record the results of these meetings in the consumer's PACT record.

iv. Where mutually agreed upon between the PACT team and the BH operator, the PACT team may supervise the observed self-administration of medication. A PACT team member shall meet in person at least once per month with the BH staff and/or operator to review medication provision to each PACT consumer resident and shall record the results of these meetings in the consumer's PACT record.

(e) The PACT team shall provide whatever direct assistance is reasonable and necessary to ensure that the consumer obtains the basic necessities of daily life, including, but not limited to:

1. Safe, clean, affordable housing;

2. Food and clothing;

3. Medical and dental services;

4. Appropriate financial support, which may include supplemental security income, social security disability insurance, general relief, and money management, services.

i. The PA shall ensure that PACT team members are able to have on-hand, in their possession, during regular working hours, and when appropriate, during on-call hours, an adequate amount of petty cash with which to make emergency purchases of food, shelter, clothing, prescriptions, transportation, or other items and services as needed for PACT consumers.

ii. The PA shall ensure that PACT team members have efficient, rapid access to larger sums of client assistance funds for security deposits, purchases of furniture, and other items needed by PACT consumers.

iii. The team or another party may serve as "representative payee" for some consumers' SSI/SSD benefits, provided that the consumer's case record includes written justification for such an arrangement and the approval of an administrator outside of the PACT team.

iv. PACT may utilize client assistance funds to assist consumers with short-term loans or grants, as necessary;

5. Social services;

6. Transportation; and

7. Legal advocacy and representation.

(f) The PACT team shall provide training and instruction, including individual support, problem-solving, skill development, modeling, and supervision, in home and community settings to teach the consumer to:

1. Carry out personal hygiene tasks;

2. Perform household chores, including housekeeping, cooking, laundry, and shopping;

3. Develop or improve money management skills;

4. Use community transportation; and

5. Locate, finance, and maintain safe, clean, affordable housing.

(g) The PACT team shall develop and support the consumer's participation in recreational and social activities and relationships. The highest priority shall be given to supporting and helping individual consumers establish positive social relationships and activities in normative community settings. Such services shall include, but not be limited to, assisting consumers in:

1. Developing social skills, and where needed, the skills to develop meaningful personal relationships;

2. Planning appropriate and productive use of leisure time including familiarizing consumers with available social and recreational opportunities and increasing their use of these activities;

3. Interacting with landlords, neighbors, and others effectively and appropriately;

4. Developing assertiveness and self-esteem; and

5. Use of existing self-help centers, self-help groups and other social, church and recreational clubs to combat the isolation and withdrawal experienced by many persons coping with severe and persistent mental illness.

(h) The PACT team shall provide ATOD abuse services as needed, including, but not limited to, individual and group interventions to assist consumers in:

1. Identifying ATOD abuse effects and patterns;

2. Recognizing the interactive effects of ATOD use, psychiatric symptoms, and psychotropic medications;

3. Developing motivation for decreasing ATOD use;

4. Developing coping skills and alternatives to minimize ATOD use;

5. Achieving periods of abstinence and stability; and

6. Attending appropriate recovery or self-help meetings.

(i) The PACT team shall provide information, in an educational format, about the use of alcohol, tobacco, prescribed medications, and other drugs of abuse, and the impact that chemicals have on the ability to function in major life areas. Information shall also be included about eating disorders, gambling, overspending, and sexual and other addictions, as appropriate.

(j) The PACT team shall make appropriate referrals and linkages to addiction services that are beyond the scope of PACT services to individuals with coexisting ATOD abuse and other addictive symptoms.

(k) The PACT team shall act to minimize consumer involvement with the criminal justice system, with services to include, but not limited to:

1. Helping the consumer identify precipitants to the consumer's criminal involvement;

2. Providing necessary treatment, support, and education to help eliminate any unlawful activities or criminal involvement that may be a consequence of the consumer's mental illness; and

3. Collaborating with police, court personnel, and jail/prison officials to ensure appropriate use of legal and mental health services.

(*l*) The PACT team shall provide rehabilitation and support to assist consumers to find and maintain employment. Services to be provided shall include, but not be limited to:

1. Assessment of job-related interests and abilities based on a complete education and work history;

i. This assessment shall consider the effect of the consumer's mental illness on employment, with identification of specific behaviors that interfere with the consumer's work performance and development of interventions to reduce or eliminate the behaviors; and

2. Assistance with each consumer's individual needs for job development, job-seeking skills, and on-the-job assessment, referral to training, and support, so that consumers will acquire and maintain appropriate job and social skills necessary to get and keep employment:

i. Individual supportive counseling to assist the consumer to identify and cope with the symptoms of mental illness that may interfere with his or her work performance;

ii. On-the-job or work-related crisis intervention; and

iii. Work-related supportive services, such as assistance with grooming and personal hygiene, securing appropriate clothing, wake-up calls, and transportation.

(m) The PACT team shall provide support to the consumer's family and other members of the consumer's social network to help them manage the symptoms and illness of the consumer and reduce the level of family and social stress associated with the illness. PACT shall assist them and the consumer to relate in a positive and supportive manner through such means as:

1. Education about the consumer's illness and their role in the therapeutic process;

i. Where necessary, the PACT team shall engage in ongoing efforts to obtain from the consumer written consent to disclose confidential information related to the consumer's mental health treatment.

2. Supportive counseling;

3. Intervention to resolve conflict;

4. Referral, as appropriate, of the family to therapy, self-help and other family support services; and

5. Provision, as appropriate, of the consumer's other support systems with education and information about serious mental illnesses and PACT treatment.

(n) The PA shall coordinate services with other community mental health and non-mental health providers, as well as other medical professionals, and shall provide the following functions for all consumers served:

1. Development of formal and informal affiliations with appropriate mental health, health care, addictions, and other human service providers, and inpatient units;

2. Involvement of other pertinent agencies, the consumer's family, and members of the consumer's social network in the coordination of the assessment, and in the development, implementation and revision of service plans;

3. Advocacy for and assistance to consumers to obtain needed benefits and services such as supplemental security income, housing subsidies, food stamps, medical assistance, and legal services;

4. Coordination of meetings of the consumer's service providers in the community;

5. Maintenance of ongoing communication with all other agencies serving the consumer including hospitals, rehabilitation services and housing providers;

6. Maintenance of working relationships with other community services, such as education, law enforcement and social services;

7. Coordination with existing community agencies to develop needed community support resources including housing, employment options and income assistance; and

8. Maintenance of a clinical treatment relationship with the consumer on a continuing basis whether the consumer is in the hospital, in the community, involved with other agencies or the criminal justice system.

(*o*) Methods for service coordination and communication between PA's and other service providers serving the same consumers shall be developed and implemented consistent with confidentiality rules in N.J.A.C. 10:37–6.79.

(p) In the event that the PACT team determines that a PACT consumer requires referral to more specialized services to any DMHS-funded program other than PACT, the PACT team shall first request and obtain approval from the appropriate DMHS Regional Office. Referrals to extra-PACT services for Medicaid-eligible consumers shall be subject to the reimbursement conditions delineated in the State Medicaid PACT regulations (N.J.A.C. 10:76–2.4).

10:37J–2.6 Assessment; service planning; progress notes

(a) Each clinical record shall contain an initial and comprehensive assessment.

1. The initial assessment shall be conducted at the time of the consumer's admission (also the date of the first face-to-face contact documented on the USTF) to the PACT program. The initial assessment shall include:

i. The referral source;

ii. The reason for referral to PACT; and

iii. The rationale for admission to PACT.

2. A comprehensive assessment shall be completed prior to the development of the comprehensive treatment plan. The comprehensive assessment shall include:

i. The clinical necessity for entry into or continued provision of PACT services;

ii. An identification of the strengths, abilities, needs and preferences of the consumer;

iii. Evidence of the consumer's involvement in the assessment process through direct and current input of the consumer's expectations and desired outcomes. Where the consumer has been referred by an inpatient facility, for example, a State or county psychiatric hospital or a short-term care facility, the PACT team shall attempt to solicit this input prior to the consumer being discharged into the community. Where possible, the comprehensive assessment shall include direct quotes of desired outcomes from the consumer and (where appropriate) family members or significant others;

iv. The outcomes anticipated by the assessors;

v. Evidence that the comprehensive assessment was completed after consultation with the consumer, family members and significant others, as appropriate and upon consent of the consumer;

vi. Current psychiatric symptoms and mental status;

vii. Psychiatric history, including pattern of hospitalization and compliance with and response to prescribed medical/psychiatric treatment;

viii. Medical history; and complete and current physical which may be provided directly by the PACT team, for example, the psychiatrist, or through referral to a medical professional in the community;

(1) Where a complete medical history cannot be ascertained at the time of the consumer's admission to the PACT program, only such medical history as is known is sufficient;

(2) During the first 30 days of a consumer's enrollment in the PACT program, a complete RN assessment shall be completed and, upon the consumer's consent, referral made to a medical doctor for a physical examination, which shall be performed by the time of the first treatment plan revision (within three months);

ix. Medical, dental, and other health needs, for example, nutritional;

x. Extent and effect of ATOD use;

xi. Housing situation and conditions of daily living;

xii. Vocational and educational functioning including job-related interests and abilities, as well as on-the-job assessments; and assessment of the effect of the consumer's mental illness on employment. Specific behaviors that interfere with the consumer's work performance shall be identified and interventions to reduce or eliminate these behaviors shall be developed;

xiii. Extent and effect of criminal justice involvement;

xiv. Current social functioning;

xv. Recent life events;

xvi. Self-care and independent living capacity;

xvii. Relationship with consumer's family; significant others; family needs and supports;

xviii. Other specified problems and needs; and

xix. Treatment recommendations.

3. Each assessment shall be conducted with active participation of the consumer, the consumer's family and significant others, when appropriate and in accordance with the legal requirements for consumer consent to such involvement. Such participation shall be clearly documented in the clinical record.

4. The comprehensive assessment shall include consideration of all available information including self-reports, input of family members and other significant parties and written summaries from other agencies including police, courts, and inpatient facilities, where applicable.

(b) Each clinical record shall contain an initial and comprehensive service plan and service plan revision.

1. An initial written service plan shall be developed on the date of the client's admission to the PACT program. The initial service plan shall include:

i. The interventions which address the consumer's immediate needs for food, clothing, shelter and medication;

ii. Reason for referral/rationale for admission; and

iii. Time framed, measurable objectives relating to the goals.

2. A comprehensive service plan shall be completed within 30 days of the consumer's admission to the program. The comprehensive service plan shall be based on the comprehensive assessment and shall include:

i. Goals and specific objectives that are written in behavioral, measurable terms and include target dates;

ii. Specific treatment, rehabilitation and support interventions (including staff responsible) that demonstrate consumer involvement and choice, and their frequency and duration;

iii. Key areas including symptom stability, symptom education and management, medication monitoring, substance abuse, medical and dental needs, housing, employment, and family and social relationships; and

iv. The signatures of all participants involved in the development of the plan including the psychiatrist, and the consumer, family members and significant others.

3. The comprehensive service plan shall document collaboration of the PACT team, representatives from other agencies and facilities, for example, RHCFs, BHs, and other medical service providers, the consumer, members of the consumer's social network, and when indicated, the consumer's family.

4. The comprehensive service plan shall be reviewed and revised via treatment planning meetings every three months during the consumer's first year of PACT enrollment, or sooner if there is a significant change in the consumer's condition or course of treatment. After the consumer's first year in the program, service plan revisions may be done every six months so long as the consumer's mental status is stable and the level of functioning shows continuing improvement. If not, service plans shall be revised no less than every three months until stability and improvement of functioning are documented.

5. Service plan revisions shall be based on:

i. Assessment of current functioning;

ii. A summary of the consumer's progress or lack of progress since the last plan development or review; and

iii. The consumer's goals for treatment and/or changes the consumer would like to make in the service plan.

6. To assure family participation in developing the comprehensive service plan and revisions, the PACT team shall seek the input of family members at each service planning milestone, provided that the consumer has given written consent to release information related to the treatment of his or her mental illness.

i. The relevant milestones shall be the completion of the comprehensive service plan and any necessary revisions.

ii. If the consumer refuses to give written consent to release information, the team shall document in the consumer's record that efforts were made at each milestone to obtain such consent.

(c) Each clinical record shall contain progress notes.

1. Progress notes shall be completed for each individual face-to-face contact and shall be included in the clinical record within 24–hours. Documentation of face-to-face contacts that occur after the team's regular working hours may be recorded the next working day. On weekends and holidays, there should be a documented exchange of information between on-call staff.

2. Progress notes shall, at a minimum, address the following:

i. The date, time, and location where the service was provided, the duration of the contact, and the names of staff who rendered the services;

ii. The type of visit and the services provided;

iii. The consumer's condition at the time of contact including appearance, mood and affect, and mental illness symptoms;

iv. Interventions and their relationship to the treatment plan goals and objectives;

v. A description of the consumer's response to treatment interventions;

vi. Ongoing monitoring of administration of medications and the detection of adverse drug reactions; and

vii. Ongoing communication with other service providers, including health care providers, as appropriate.

10:37J–2.7 Terminations and discharges

(a) All of the standards in this section shall be considered Level I standards.

(b) The PA shall submit a written request to the appropriate Division Regional Office to terminate or discharge a PACT consumer from the PACT program.

(c) The PA may terminate consumers from the PACT program based on the following criteria:

1. Hospitalization in a State or county psychiatric hospital in New Jersey for six continuous months with no discharge date projected by the treatment team;

2. Incarceration in a jail or prison for six continuous months;

3. Placement in a nursing home or similar institution with no projected discharge date; or

4. Death.

(d) Discharge from the PACT program may occur when the enrollee and PACT team staff mutually agree to discontinue services. One or more of the following conditions shall be present prior to reaching a discharge decision:

1. The PACT consumer moves outside the PA's area of geographic responsibility. In such cases, the PACT team shall arrange, where possible, for transfer of mental health responsibilities to another PACT team in New Jersey, or in another state, or to another mental health provider wherever the client is moving;

2. The PACT consumer demonstrates an ability as determined collaboratively to function in areas of self-

care, socialization, and work, without requiring assistance from the PACT program for up to six months. This determination shall be made collaboratively by the consumer and the PACT team; or

3. The PACT consumer requests discharge despite the team's documented but unsuccessful efforts to engage him or her and/or to develop a mutually agreed upon treatment plan.

(e) Along with a request to discharge a consumer under (c) above, the PA shall submit to the Division Regional Office and shall include in the consumer's case record a transition plan for that consumer. The transition plan shall include:

1. The reasons for the discharge;

2. Identification of any continuing needs for treatment, rehabilitation or support;

3. A list of other providers and resources in the community to which the consumer has been referred; and

4. A description of what efforts have been made to ensure that the consumer receives these community services and resources after discharge.

10:37J–2.8 Staff requirements

(a) All of the requirements in this section shall be considered Level I standards.

(b) The PA shall employ sufficient numbers of qualified staff to provide required services as set forth in this chapter.

(c) The staff to consumer ratio on each team shall be no less than one full-time equivalent (FTE) to seven to nine consumers, excluding clerical and psychiatric staff.

(d) The PA shall assign an administrator who shall function as PACT director/coach, devoting a minimum of 10 hours per week per team. The PACT director/coach does not function as a member of the team, but is responsive to the team's needs in order to:

1. Ensure that the team is operating in an egalitarian manner;

2. Support the dynamic interaction and smooth functioning of the team;

3. Promote efficient and effective utilization of staff functions;

4. Coach team members in addressing conflicts that the team itself has been unable to resolve;

5. Interact with outside agencies, organizations, and systems around development and coordination of affiliation agreements and mutual service provision for consumers; and

6. Advocate on behalf of the team for resources and support to enable the team to carry out its daily operations.

(e) Each PACT team shall, at a minimum, consist of the following staff. All staff shall be full time, unless otherwise noted below:

1. A licensed or board certified psychiatrist, who shall provide a minimum of 10 hours of psychiatric time, face-to-face with consumers and/or team members, each week for a caseload of 56 consumers, increased on a pro-rated basis for larger caseloads;

2. Two registered nurses who hold valid licenses in New Jersey and have two years of experience working with individuals with serious and persistent mental illness;

3. At least one clinician who shall minimally hold a master's degree in a behavioral health science or counseling specialty from an accredited institution and have two years of post-bachelor's experience working with individuals with serious and persistent mental illness;

4. At least one substance abuse specialist who shall have two years of experience working with individuals with co-occurring serious and persistent mental illness and substance abuse.

i. Specialist(s) shall be appropriately credentialed as a Certified Alcohol and Drug Counselor (CADC), Certified MICA Specialist (CMS), Nationally Certified Alcohol and Drug Counselor (NCADC), Certified Drug Counselor (CDC), Certified Substance Abuse Counselor (CSAC), or Certified Alcohol Counselor (CAC).

ii. Substance abuse specialists currently employed by the PA on (the effective date of these rules), have up to three years from the date of the adoption of these rules to meet the licensure and/or credentialing requirements of this section. Substance abuse specialists hired after the date of adoption of these rules, have three years from the date of hire to meet the credentialing requirements of this section.

iii. Substance abuse specialists currently employed by the PA on February 3, 2003, or hired after February 3, 2003 who are not actively credentialed shall minimally hold a bachelor's degree in a behavioral science from an accredited institution.

iv. The Division will monitor the completion of these credentialing requirements;

5. At least one rehabilitation, occupational, or vocational specialist who shall hold a bachelor's degree in a behavioral science from an accredited institution. This specialist shall have two years of post-bachelor's experience in vocational assessment, job preparation, or individualized job placement and/or job coaching with individuals with serious and persistent mental illness;

6. At least three additional mental health specialists, each of whom shall hold a bachelor's degree in a mental health related field. The PA may determine the exact job titles for these specialists. At least one of the mental health specialists shall be a primary consumer.

i. These specialists shall meet, at a minimum, one of the following requirements:

(1) Hold a bachelor's degree in a behavioral health science from an accredited institution and have:

(A) Two years post bachelor's experience in the provision of mental health services; or

(B) A master's degree and one year of post-bachelor's experience in the provision of mental health services; or

(2) The primary consumer, that is, a person who is most challenged by the need to cope with a serious and persistent mental illness, may substitute demonstrated volunteer or paid experience working with individuals with serious and persistent mental illness in lieu of a bachelor's degree.

(A) A primary consumer who does not possess a bachelor's degree as required in this section for the mental health specialist position, shall be regarded as a full, professional member of the clinical team, function under the same job description as other mental health specialists, and receive salary parity.

ii. Two or more individuals may share the mental health specialist position, in which, as defined in this section, a consumer is employed; and

iii. Decisions regarding disclosure to consumer recipients of PACT services, their families, and significant others that a staff person is himself or herself a consumer shall respect the individual preference of that staff person, be clinically driven, and made in consultation with the PACT team.

7. A full time secretary who functions as an integral member of the team. Duties shall include, but may not be limited to, managing client records/charts, operating and coordinating the management information system, maintaining accounting and budget records for clients, performing receptionist activities such as triaging calls and coordinating communication between the team and consumers.

(f) The PA shall designate one team member as team facilitator. The team facilitator may assume minimal administrative responsibilities inherent in that role. The facilitator shall:

1. Maintain constant communications with the PACT director/coach around team functioning and service delivery;

2. Empower the team by modeling strong leadership and conveying the philosophy and principles of PACT;

3. Create a climate that supports the dynamic interaction and participatory process of the team and encourages the establishment of team identity;

4. Ensure an equal distribution of team responsibilities;

5. Keep the team focused to complete daily organizational meetings efficiently and effectively;

6. Coordinate data collection and review the completion of all documentation, including clinical assessments;

7. Assure proper utilization of equipment/resources;

8. Promote cross-training/education among various disciplines on the team;

9. Facilitate a productive decision-making process around client needs and the treatment planning process; and

10. Provide leadership to assure that monthly team issues meetings are conducted to discuss how the team is working collaboratively to better serve consumers (for example, conflict resolution, team cohesiveness and dynamic interaction).

(g) PACT teams shall be egalitarian and clinically self-directed. The team, through a consensus model of decision-making, shall have the authority to make clinical and administrative decisions. The team shall value the assessments and opinions of each team member and shall utilize this information in the team decision-making process. No team member's assessment or opinion shall be viewed as more valuable than that of any other team member. All staff shall be expected to work together and to share equally in decision making, assessment, treatment planning and treatment provision.

(h) Clinical supervision shall be provided within the team by a master's level mental health professional. In the event that the team is unable to reach a collaborative decision via an egalitarian process, a master's level clinician may assume responsibility for the final decision. Additionally, the team may consult the PACT director/coach and/or other resources.

(i) All team members shall rotate the provision of on-call services including the outreach component.

(j) The PACT team shall conduct daily organizational (triage) meetings, held at regularly scheduled times, which shall include a review of the treatments, services and activities to be carried out on that day. The purpose of these meetings shall be to share information, plan work for the day, and plan a response to any immediate consumer(s) crises.

(k) Cases requiring more in-depth analysis and discussion among PACT team members shall be reviewed at clinical case review meetings, to be held at least once per month.

(*l*) The Division may grant a time-limited waiver of staff requirements described under this section, provided that the following conditions are satisfied:

1. The PA shall submit a written request for a waiver of staffing requirements to the Division Director or his or her designee at the following address:

Director, Division of Mental Health Services
PO Box 727
Trenton, New Jersey 08625–0727;

2. The waiver request shall include all documentation justifying issuance of a waiver, including, but not limited to, the type or degree of hardship that would result to the program if a waiver were not granted, and clear clinical or programmatic justification for such a waiver;

3. The Director reserves the right to request additional information before processing a waiver request;

4. Waivers of specific staffing standards shall be granted at the discretion of the Director, provided that the waiver does not adversely affect the health, safety, welfare, or rights of consumers;

5. All waiver requests must be reviewed and approved by the Division Director;

6. Each grant of a waiver may be for a maximum time period of one year, subject to renewal upon request; and

7. The Division shall communicate in writing to the PA indicating which requirements have been waived, the expiration date of the waiver and any conditions or limitations which have been placed on the waiver.

10:37J–2.9 Staff training

(a) The PA shall develop and implement an individualized training plan for each PACT staff member. The training plan shall include attendance at established training programs, presentations by guest speakers or the development of programs in-house, based on the needs of individual staff members.

1. The training plan shall include initial training and ongoing training programs.

2. The training plan shall include, but not be limited to, programs on the following topics:

i. Components and principles of Assertive Community Treatment;

ii. Team process and team building;

iii. Treatment planning and recordkeeping;

iv. Consumer consent;

v. Case management;

vi. Recovery;

vii. PACT-specific safety and risk management;

viii. Medications;

ix. Psychiatric rehabilitation;

x. Supported employment;

xi. Mental illness and substance abuse;

xii. Family support;

xiii. Entitlements, housing and other public assistance; and

xiv. Leadership and coaching skills for the PACT director/coach and other appropriate PA administrators.

3. The PA shall develop an affiliation agreement with the PACT Training and Technical Assistance Initiative defining their respective roles in the development and implementation of the PACT team(s)' training plan, as well as other areas of training and technical assistance.

4. All PACT team staff and, when appropriate, PA administration shall be required to participate in any training, conferences, and technical assistance activities mandated by the Division.

10:37J–2.10 PACT team office space

(a) The configuration and size of office space for PACT teams are critical elements in supporting the PACT team model as described in this chapter. The PA shall provide adequate office space for each PACT team to promote the intensive, multidisciplinary, egalitarian shared task approach described in this chapter. The PACT team office shall be configured to include the following:

1. An adequate reception/waiting area;

2. Large, comfortable room(s) with adequate open space for multiple team members. The secretary shall be located in the PACT reception area or in the same space as the team. No space shall be designated for the sole, private use of any team member;

3. A separate room with adequate space designated for team meetings and where the confidentiality of client information kept on white boards can be maintained. A large conference table shall be included in this space;

4. Private space shall be available for use by team members to complete paperwork, interview consumers and their families, or meet privately with other staff;

5. A separate lockable medication room with cabinets for the secure storage of medications, medical equipment and supplies, a sink and medication refrigerator where PACT nurses can set up medications and provide injections and treatment; and

6. Adequate, accessible space that does not reduce or interfere with space requirements listed in this section for temporary storage of consumer possessions as well as for purchased and donated clothing, furniture, household supplies, and other consumer items.

10:37J–2.11 Records

(a) The PA shall maintain individual records in an up-to-date organized manner and in accordance with State law governing the disclosure of information and records of persons who are receiving and who have received State-funded mental health services (N.J.S.A. 30:4–24.3 and N.J.A.C. 10:37–6.79). The records shall contain all relevant consumer information and shall be maintained to preserve confidentiality. The records shall contain documentation described in this chapter.

(b) A termination summary shall be completed for all consumers within 30 days of termination from PACT services and shall be included in the consumer's record.

1. The termination summary shall include the following:

i. The date of admission;

ii. The reason for admission;

iii. A summary of PACT services provided;

iv. The date of discharge;

v. The consumer's status and condition at discharge;

vi. A written final evaluation summary of the consumer's progress toward the goals set forth in the service plan; and

vii. A plan developed with the consumer regarding the consumer's continuing or future service needs.

(c) Records shall only be released to the consumer, with the consent of the consumer, in response to a court order, or otherwise pursuant to State and Federal laws.

10:37J–2.12 Quality assurance activities

(a) In addition to meeting the quality assurance requirements contained in N.J.A.C. 10:37–9, the PA shall monitor, for each team's caseload, the following areas:

1. Consumer quality of life;

2. Consumer satisfaction;

3. Family satisfaction;

4. Rates of hospitalization and hospital days in State, county, and other psychiatric inpatient units; and

5. Other indicators related to consumer-identified, program-identified and Division-identified goals.

(b) The PA shall also:

1. Maintain a list of individuals referred and deemed appropriate for PACT, but who were held in pending status or deferred when the team was operating at capacity;

2. Submit initial and follow-up community incident reports for unusual incidents involving PACT consumers within required time frames pursuant to N.J.A.C. 10:37–6, 10:37–9.9, and the DMHS Community Incident Reporting Procedures pursuant to N.J.A.C 10:37–6.108;

3. As part of risk management activities, establish PACT-specific policies and procedures for management of staff safety and debriefing of staff exposed to unusual and traumatic incidents; and

4. Compile and submit information as requested by the Division.