

## **Affiliation Agreement**

This Affiliation Agreement (“Agreement”) is by and among **The State of New Jersey Department of Human Services/Division of Mental Health and Addiction Services** (“DHS”) with offices at 222 S. Warren St Trenton, NJ 08625, **Rutgers, The State University of New Jersey** (“Rutgers”) an instrumentality of the State of New Jersey on behalf of its University Behavioral Health Care, (“UBHC”) with offices located at 671 Hoes Lane, Piscataway, NJ 08855 and **Network Provider as set forth in the signature block of this Agreement** (“Network Provider”).

### **BACKGROUND:**

- A. UBHC has entered into a Memorandum of Agreement (“MOA”), with the DHS for development and oversight of an Interim Management Entity (“IME”) for substance use services for eligible consumers to provide the following services:
1. Simplified access to substance use information, education, referral and treatment services;
  2. Screening for level of care;
  3. Screening for program eligibility and financial eligibility for benefit coverage and referral through the NJ Substance Abuse Monitoring System (NJSAMS) for all Callers requesting care;
  4. Issue authorizations based on clinical necessity and appropriateness of intensity of care commencing January 1, 2016; and
  5. Follow-up to identify and eliminate barriers to treatment.
- B. UBHC and DHS desire to enter into this Agreement with Network Provider to establish the services UBHC will provide to facilitate Network Providers’ treatment of qualified Eligible Individuals for substance use treatment.

### **DEFINITIONS:**

**Adult** – In accordance with N.J.S.A. 30:4C-4.5, an adult is any person age twenty-one and older, except for when the Division of Mental Health and Addiction Services continues to “exclusively provide, manage, and coordinate programs and services designed primarily for adults 18 years of age or older, including, but not limited to, services provided pursuant to R.S. 39:4-50 and the Drug Courts of this State.”

**Caller** – An adult consumer who contacts UBHC for assistance with referral and linkage to a Network Provider. A Caller may not necessarily qualify as an “Eligible Individual.”

**Continuity of Operation Plan (COOP)** – A plan to ensure that essential functions are performed across a broad spectrum of hazards and emergencies, including nature, man-made and technological ones.

**Division of Mental Health and Addiction Services (DMHAS)** – The single State agency mental health and addictions authority for the State of New Jersey.

**Eligible Individual** – An adult who meets DMHAS state funding or federal block grant criteria or Medicaid criteria for substance use services.

**Interim Management Entity (IME)** – The IME is the state contracted entity under a MOA between the DHS and UBHC managing select substance use services for eligible adult individuals and for select programs on a non-risk basis. The IME supports and manages screening, utilization management, care coordination, quality management information systems, complaints and grievances.

**Network Provider** – An agency licensed by the DHS Office of Licensing as a substance use treatment provider and under contract with DMHAS or enrolled as a Medicaid provider that provides substance use services.

**NOW, THEREFORE**, the parties agree as follows:

**I. Scope of Services**

**A. Network Provider will:**

1. Promote to New Jersey residents the UBHC Consumer toll-free telephone number as the access point for connection to substance use services information and referral to substance use services.
2. Enter available treatment openings daily into database system approved by DHS.
3. Work with UBHC to establish a referral protocol so that referrals can be expedited during normal business hours. The protocol information will include, but is not limited to:
  - a. Network Provider's contact information (telephone and fax numbers and e-mail addresses) for all program levels of care (outpatient, intensive outpatient, partial care, detoxification, inpatient, residential, etc.).
  - b. A daily report to UBHC of available open slots for each level of care provided by Network Provider.
  - c. Established procedures to ensure Caller confidentiality and compliance with state and federal confidentiality laws and regulations.
  - d. Informing DHS and UBHC within twenty-four hours of any change in Network Provider's contact information.

4. Submit to UBHC the most recent sliding fee scale approved by DHS and sliding fee scale policy. This requirement will commence January 1, 2016, during Phase II.
5. In the event a warm handoff is not possible or after-business hours, check NJSAMS or other DHS approved system daily to determine if UBHC referred an Eligible Individual to the Network Provider, and if so, Network Provider staff will contact the Eligible Individual within forty-eight hours.
6. Have all Eligible Individuals sign an informed consent form allowing their personal and health care information to be entered into the appropriate database(s) for the purpose of sharing that information with other Network Providers, DHS and UBHC staff so as to effectively coordinate services for the Eligible Individual. Should the Eligible Individual not be able to sign the informed consent immediately, as they are not in the provider's facility, the provider will request of the Caller an oral, telephone consent to the above, and will record that oral consent in the database, until the Eligible Individual is able to sign the informed consent form.
7. Enter the personal, financial and clinical information of the Eligible Individual requesting substance use services into NJSAMS and review the individual's eligibility for funding of the treatment services needed.
8. Contact UBHC immediately after screening a non-Medicaid enrolled individual to request pre-authorization for a comprehensive substance use assessment, if appropriate.
9. Refer Eligible Individuals to the county welfare agency (<http://www.nj.gov/humanservices/dfd/programs/njsnap/cwa/>) or njfamilycare.org (1-800-701-0710) to complete the Medicaid application and enrollment process. (Persons with Medicare, over the age of sixty-five or disabled must go to the county welfare agency to apply.)
10. Utilize NJSAMS or other DHS approved system to submit a request for pre-authorization of substance use treatment services, which shall include using the DHS approved screening tool(s), for Medicaid and non-Medicaid enrolled Eligible Individuals. This function will commence January 1, 2016.
11. Utilize NJSAMS or other DHS approved system to submit a request for continued care and/or extension requests to UBHC within the timeframe(s) established by DHS prior to the end date on the current authorization with a completed LOCI.
12. Upon receiving a denial of authorization, decide whether or not to request a review of that denial of authorization. When the decision is to request a review of the denial formally submit a request for review of the denial through procedures identified by UBHC.
13. Notify UBHC by e-mail within twenty-four hours of Network Provider being notified of any change(s) in their licensing status.

14. If it is an Opioid Treatment Program, provide UBHC with a copy of the DHS Network Provider Continuity of Operations Plan (“COOP”) for emergency services and COOP Activation Plan, when necessary.

**B. UBHC will:**

1. Provide a toll-free Consumer and toll free provider line accessible 24/7/365. To accommodate special needs, there is multi-lingual and TTY compatibility on these lines.
2. Facilitate substance use treatment referrals 24/7/365 to Network Providers.
3. Provide a warm handoff for referrals to Network Providers or licensed professionals so that the Caller has immediate access to schedule an appointment for intake and assessment.
  - a. Confirm that Caller and Network Provider have connected telephonically.
  - b. When a warm handoff is not available, UBHC will refer the Caller to an identified Network Provider through the NJSAMS referral module.
4. Maintain contact with Caller and/or Network Provider to ensure Caller access to substance use services.
  - a. When a referral has been made via the NJSAMS referral module and the Caller has not engaged with the Network Provider, contact the Caller to initiate a new referral and warm handoff, if possible.
  - b. Resolve barriers to engagement in care including, but not limited to, assistance with transportation.
  - c. If services are not immediately available, then UBHC staff shall place the Caller on a waiting list, monitor the waiting list and maintain contact with Caller while they are waiting for care.
5. Provide a disclosure to all Callers that pre-screening by UBHC or by Network Provider does not guarantee admission to any DHS licensed Network Provider and that a full face-to-face assessment by the Network Provider’s clinical staff of the Eligible Individual requesting treatment will be required and then submitted to UBHC for review to ensure that the most appropriate referral is made when deemed clinically necessary.
6. Check the Electronic Medicaid Eligibility Verification System (EMEVS) to determine whether a Caller is enrolled in Medicaid. If an individual is not enrolled in Medicaid, but appears to meet Medicaid eligibility criteria, UBHC staff shall refer the individual to the county welfare agency (<http://www.nj.gov/humanservices/dfd/programs/njsnap/cwa/>) or njfamilycare.org (1-800-701-0710) to complete the Medicaid application. (Persons with Medicare, over the age of sixty-five or disabled must go to the county welfare agency to apply).

7. Conduct a screening to determine clinical need of Callers, as appropriate, using established screening tools, and review financial and program eligibility using the Division of Addiction Services Income Eligibility (DASIE) module. Verify Medicaid eligibility via the EMEVS.
8. After screening the Caller for clinical status, financial and program eligibility and completing all required NJSAMS information, UBHC staff will execute a relevant referral to a DHS licensed Network Provider for which the Caller is financially eligible.
9. Assure the confidentiality of personal information provided by Callers in compliance with federal and state confidentiality laws and regulations.
10. Report required utilization data to DHS for evaluation and outcome analysis.
11. Assist DHS with training and providing technical assistance to Network Providers.
12. Provide any and all other services as defined more fully in the MOA.

**C. DHS will:**

1. Retain ownership and management responsibilities of the Network Provider network consistent with Section 3.4 of the MOA, DHS Ownership and Management Responsibilities of Network Providers. These responsibilities include managing the Network Provider network including, but not limited to, enrollment of Network Providers into the Network Provider network, monitoring and verification of Network Provider licensure and adequate insurance and qualifications to be a Network Provider.
2. Promptly provide UBHC any changes in the Network Provider network, including any additions or removals of a Network Provider to the network.

**II. Billing and Payment**

Network Providers acknowledge and agree that UBHC is not responsible and will not be held liable for any payments to Network Providers for services authorized by UBHC which are the responsibility of DHS subject to the individual's eligibility for state and block grant funded programs and/or Medicaid and the Network Providers obtaining authorizations.

**III. Term and Termination**

The term of this Agreement shall be coterminous with the MOA and will automatically terminate if the MOA is terminated.

This Agreement may be terminated by either party upon ninety (90) days prior written notice.

**IV. Relationship between the Parties**

DHS and Network Provider are not employees of UBHC. Nothing in this agreement shall be understood or construed to create or imply any relationship between the parties in the nature of

any joint venture, employee/employer, principal/agent or partnership. DHS and Network Provider shall not become an employee of UBHC by acting under this agreement. The statements and opinions of DHS and Network Provider are strictly their own and do not necessarily reflect the opinions or positions of UBHC.

**V. Governing Law**

This Agreement shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey, or in the courts of the State of New Jersey.

**VI. Insurance**

- A. UBHC shall maintain at its own expense during the term of this Agreement, general and professional liability coverage insuring the Rutgers, UBHC, and its employees, staff, and agents against any and all claims for bodily injury or death and property damage resulting from the sole performance of services or omissions of the Rutgers, UBHC, its employees, staff and agents under this Agreement. Rutgers or UBHC shall provide for coverage through a program in the form of a self-insurance trust fund, which shall protect the Rutgers against claims arising from the professional services or omissions of the Rutgers, UBHC, its employees, staff and agents pursuant to this Agreement within limits of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate, or may be in such other form provided by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., which shall govern the terms and conditions of any such self-insurance program.
- B. Network Provider shall maintain insurance in accordance with DHS Policy Circular P2.01, DHS' Standard Language Document for Social Service and Training Contracts.

**VII. Warranties**

DHS, UBHC and Network Provider hereby represent and warrant that each party has the legal capacity to execute and perform this Agreement.

Network Provider represents and warrants (i) that it is not debarred, suspended, proposed for debarment, or declared ineligible from any Federal or State funded programs; (ii) that the execution and performance of this Agreement by Network Provider does not, and will not, violate or conflict with the terms of any existing agreement or understanding to which Network Provider is a party; (iii) that the execution and performance of this Agreement by Network Provider does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Network Provider; (iv) that Network Provider knows of no reason why Network Provider is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (v) that it does not have any non-disclosure, confidentiality, non-competition or

other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement.

### **VIII. Sanctioned Person or Entity**

Network Provider warrants that it is now and will remain, at all times under the terms of this Agreement, capable of providing the services and performing the duties contemplated herein and that it is not a "Sanctioned Person or Entity" as that term is defined under applicable federal law, specifically *42 CFR Part 1001* and state law. Network Provider authorizes UBHC to search all applicable databases to verify that Network Provider is not a "Sanctioned Person or Entity". In case of breach of this provision by the Network Provider, UBHC shall have available to it all relief and remedies under law.

### **IX. Compliance Statement**

- A. Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Network Provider acknowledges that it has reviewed Rutgers Biomedical Health Sciences (RBHS) Code of Conduct and RBHS's Stark Law and Anti-Kickback Statute Policies and Procedures. RBHS's Code of Conduct is available at:

<http://rbhs.rutgers.edu/complweb/code/conduct.pdf>.

RBHS's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses: <http://policies.rutgers.edu/10021-currentpdf>;

<http://policies.rutgers.edu/10024-currentpdf>; and, <http://policies.rutgers.edu/10023-currentpdf>.

- B. The parties shall maintain personal health information and records in compliance with federal and state confidentiality laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act and the Confidentiality of Alcohol and Drug Abuse Patient Records.

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**Agreed and accepted by:**

**Network Provider:**

\_\_\_\_\_  
Signature of Network Provider

Name: \_\_\_\_\_ Date: \_\_\_\_\_, 2016

Title: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**UBHC:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2016

Signature

**Frank Ghinassi**

President and CEO

Rutgers-University Behavioral Health Care

**DHS/DMHAS:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2016

Signature

**Valerie L. Mielke**

Assistant Commissioner

Department of Human Services/Division of Mental Health and Addiction Services