This Affiliation Agreement (“Agreement”) is by and among **The State of New Jersey Department of Human Services/Division of Mental Health and Addiction Services** (“DMHAS”)/**Intoxicated Driving Program** (“IDP”) with offices at 140 East Front Street, Trenton, NJ 08625, the       County Intoxicated Driver Resource Center (“**IDRC**”) with offices located at       and **Affiliated Treatment Agency** as set forth in the signature block of this Agreement (“Affiliated Treatment Agency”) with those site locations listed at Attachment A, incorporated herein by reference.

**BACKGROUND**

* Pursuant to N.J.S.A. 39:4-50(f), IDRCs serve as “community treatment referral centers” and are responsible for establishing a network of substance use disorder (“SUD”) education, treatment and rehabilitation resources;
* Consistent with N.J.A.C. 10:162-5.1(a), the IDRC and a Department of Health-licensed SUD treatment agency (hereinafter, “Affiliated Treatment Agency”) must execute an affiliation agreement for referral and treatment of IDRC clients;
* In accordance with N.J.A.C. 10:162-5.1(b), the IDP shall be a party to and facilitate the Agreement between the IDRC and the Affiliated Treatment Agency; and
* Pursuant to this Agreement and N.J.A.C. 10:162-1.1 et seq., the Affiliated Treatment Agency shall provide SUD treatment services in the form of education, evaluation, treatment and rehabilitation to IDRC clients.

**DEFINITIONS**

**Affiliated Treatment Agency**: means a SUD treatment agency licensed by the Department of Health pursuant to N.J.A.C. 10:161A or 10:161B and affiliated with an IDRC to provide SUD treatment services for the education, rehabilitation, and treatment of clients.

**Driving Under the Influence Tracking System (DUITS)**: means the Division-approved and designated computer system for reporting of client information, status and service data by IDRCs in accordance with N.J.A.C. 10:162-2.10.

**Intoxicated Driving Program (IDP)**: means the unit within the DMHAS responsible for managing and coordinating court-mandated requirements for individuals with driving under the influence convictions or driving under the influence-related convictions and monitoring services provided by IDRCs.

**Intoxicated Driver Resource Center (IDRC)**: the personnel and facilities designated and established by the county, and approved by the IDP, that detain and determine, on the basis of an evaluation instrument and counselor evaluation and other information, the extent, if any, of a client’s SUD-related problem and that monitor and report on referrals to approved treatment programs.

**New Jersey Substance Abuse Monitoring System (NJSAMS)**: means the Division-approved and designated computer system for reporting of client information, status and service data by Affiliated Treatment Agencies in accordance with N.J.A.C. 10:162-5.1(e).

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

1. **General Provisions**
2. The laws of the State of New Jersey shall govern this Agreement.
3. This Agreement may be amended only by a written agreement executed by the Parties.
4. Each of the Parties to the Agreement is an independent entity, and no Party shall hold itself out as an agent or representative of any other Party.
5. The Parties agree to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws") including, but not limited to, the following:
6. State and local laws relating to licensure, including N.J.A.C. 10:161A and/or N.J.A.C. 10:161B);
7. the rules governing the IDRCs and Affiliated Treatment Agencies at N.J.A.C. 10:162, Intoxicated Driving Program; and
8. federal and State laws, as applicable, relating to the safeguarding of confidential information, including HIPAA, 42 C.F.R. Part 2, N.J.S.A. 30:4-24.3, and N.J.S.A. 26:5C-1 et seq.

Failure to comply with the laws, rules and regulations referenced above shall be grounds for termination for cause.

1. The Parties agree that all proprietary and/or confidential information communicated directly or indirectly will be received in confidence. The Parties agree to keep all such information confidential and to protect such information in accordance with federal and state law. This duty of confidentiality shall survive termination of this Agreement in accordance with law.

All data, technical information and systems, materials gathered, originated, developed, prepared, used or obtained in the performance of the agreed services, including but not limited to, all papers, reports, surveys, plans, charts, records, analyses, database systems, curriculums, tools or publications provided in connection with, or as a result of, this Agreement (hereinafter “Work Product”) shall be the Property of the DMHAS/IDP. No work product produced, utilized or obtained under this Agreement shall be released to any third party without the prior written consent of the DMHAS/IDP, nor shall any work product be changed or modified without the prior written consent of the DMHAS/IDP.

The Parties acknowledge and agree that this Agreement does not obligate the DMHAS/IDP to fund any services provided by the Affiliated Treatment Agency.

1. Except as specifically provided in this Agreement, the Parties hereto may not assign their rights, duties or obligations under this Agreement, either in whole or in part, without receiving the prior written consent of the other Parties. Any assignment made without consent of the other Parties shall be void and the non-assigning Party shall not recognize any such assignment.
2. **Affiliated Treatment Agency Responsibilities**

Consistent with the regulations at N.J.A.C. 10:162-1.1 et seq.:

1. The Affiliated Treatment Agency shall inform the IDRC and IDP within one (1) business day of any change in contact information (i.e., phone number, fax number).
2. The Affiliated Treatment Agency shall notify the IDRC and IDP within one (1) business day of any change in the status of its Department of Health licensure, including any licensure suspension or revocation.
3. The Affiliated Treatment Agency shall:
   1. Schedule a client for an intake interview within thirty (30) days of the client’s contact with the Affiliated Treatment Agency;
   2. Submit a client’s ASAM assessment, DSM-5 diagnosis and LOCI (or other SAMHSA-approved, evidence-based, validated assessment tool), as appropriate, into the NJSAMS within seven (7) business days of the client’s intake interview; and
   3. Inform the IDRC of the client’s participation in treatment on a monthly basis via NJSAMS. Reports shall be submitted by the 15th day of the month following the reporting month.
4. In accordance with N.J.A.C. 10:162-5.1(e) and applicable confidentiality law, the Affiliated Treatment Agency shall input and report client information and status, and such additional client and service data as may be required, into the NJSAMS.
5. The Affiliated Treatment Agency shall secure and maintain during the term of this Agreement adequate insurance coverage, including general liability insurance with minimum limits of liability of $1,000,000 per occurrence and $3,000,000 in aggregate, and professional liability insurance. Upon request, the Affiliated Treatment Agency shall provide the DMHAS/IDP or the IDRC with evidence of the insurance.
6. The Affiliated Treatment Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and  its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection with or on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, arising from or in connection with the terms, performance or breach of this Agreement.
7. The Affiliated Treatment Agency shall not refuse referrals or discriminate based upon a client’s inability to pay and shall comply with N.J.A.C. 10:162-6.16(b).
8. The Affiliated Treatment Agency shall provide a copy of its Sliding Fee Scale to the IDP and IDRC as Attachment B, incorporated herein as referenced.

1. **Term and Termination**
2. This Agreement shall commence on **July 1, 2019**, and shall terminate on **June 30, 2020**.
3. This Agreement may be terminated by mutual agreement in writing by all Parties or upon sixty (60) days written notice by any Party.  Any Party may terminate this Agreement for cause as of the date specified in a written notice upon the occurrence of any of the following events:
   1. A Party's obligations under this Agreement are prohibited under the laws, regulations or other rulings of the United States, the State of New Jersey or government department or agency thereof, or any Court of competent jurisdiction;
   2. A Party has made a determination, upon advice of legal counsel, that it is prohibited from or will be penalized for proceeding with its obligation under this agreement as a result of any likely proceedings of any governmental agency; or
   3. A Party has had any required or applicable license, accreditation, or certification limited, revoked, restricted or suspended.
4. Notice of termination shall be delivered via U.S. postal service, return receipt requested.  Notice must be sent to the Parties identified herein.
5. In the event a Party defaults in any term or condition of this Agreement, a non-defaulting Party shall provide written notice of the default to the defaulting Party and the other non-defaulting Party.  The Party in default shall have thirty (30) days to cure the default.  If the default is not cured to the satisfaction of both of the non-defaulting Parties, this Agreement may be terminated as of the date the cure period ends.

**Agreed and Accepted by:**

**Affiliated Treatment Agency**:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory:       (Print)

Address:

Telephone:

E-mail:

Affiliated Treatment Agency Site and Contact Information for the above Affiliated Treatment Agency is set out in Attachment A.

**IDRC**

**County IDRC**:

IDRC Director Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

IDRC Director Name:       (Print)

IDRC Address:

Telephone:

E-mail:

**IDP**

IDP Chief Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

IDP Chief Name: Dona Sinton, Acting Chief, IDP

IDP Address: PO Box 365, 140 E. Front St., Trenton, NJ 08625

Telephone: (609) 815-3105

E-mail: [dona.sinton@dhs.nj.gov](mailto:dona.sinton@dhs.nj.gov)

**Attachment A - Affiliated Treatment Agency Site and Contact Information**

Affiliated Treatment Agency sites covered by the Affiliation Agreement to which this Attachment A is incorporated therein.

Affiliated Treatment Agency:

Agency/Site:

License No.:       NJSAMS#:

Hours:

Site Address:

Phone:       Fax:

Level(s) of Care:

Acceptable Methods of Payment:

Agency/Site:

License No.:       NJSAMS#:

Hours:

Site Address:

Phone:       Fax:

Level(s) of Care:

Acceptable Methods of Payment:

Agency/Site:

License No.:       NJSAMS#:

Hours:

Site Address:

Phone:       Fax:

Level(s) of Care:

Acceptable Methods of Payment:

Agency/Site:

License No.:       NJSAMS#:

Hours:

Site Address:

Phone:       Fax:

Level(s) of Care:

Acceptable Methods of Payment:

Agency/Site:

License No.:       NJSAMS#:

Hours:

Site Address:

Phone:       Fax:

Level(s) of Care:

Acceptable Methods of Payment:

**Attachment B – Affiliated Treatment Agency Sliding Fee Scale**