



IMPAIRED DRIVER PROGRAM SERVICE AGREEMENT

Impaired Driver Program dmv.ny.gov

OFFICE USE ONLY Business ID Number for Program

INSTRUCTIONS

Program applicants must complete, sign, and mail this Service Agreement to the New York State Department of Motor Vehicles (DMV) in any of the following situations:

- 1. When submitting an application to establish an Impaired Driver Program (IDP) under Article 21 and Article 31 of the New York State Vehicle and Traffic Law, prior to the IDP commencing operations.
2. When submitting a IDP name change to DMV.
3. When submitting a sponsoring agency name change to DMV.
4. When notifying DMV of a newly appointed IDP director.
5. Upon DMV request.

After this agreement is completed and signed, the original must be mailed with a completed Impaired Driver Program Application (form DPR-103) and its required attachments to:

Impaired Driver Program
New York State Department of Motor Vehicles
6 Empire State Plaza, Room 336
Albany, NY 12228

Enter the name of the Impaired Driver Program in the box below.

[Empty box for entering the name of the Impaired Driver Program]

Purpose: This agreement is made between the New York State Department of Motor Vehicles (DMV) and the Impaired Driver Program (IDP) provider who signed below to establish the IDP's responsibility to the motorist and to the DMV.

As used in this agreement, the term "Department of Motor Vehicles" shall refer to the Department of Motor Vehicles (DMV) or to any successor agency.

As used in this agreement, the term "Commissioner" shall mean the Commissioner of the Department of Motor Vehicles.

By signing this agreement, the IDP agrees to adhere to the terms of both this agreement and the New York State Impaired Driver Program Director's Guide (DPR-175) which is incorporated herein by reference.

This agreement shall become effective upon execution by both parties.

Paragraph Headings: Paragraph headings contained in this agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this agreement and shall not otherwise be given any legal effect.

The Parties hereto agree as follows:

## **I. IDP's Responsibility to Motorist:**

1. Motorists who are unable to pay the IDP fee will not be denied participation in the IDP if the motorist has been certified as "indigent" by a court of competent jurisdiction.
2. Motorists are permitted to transfer into and out of IDPs. The director of the IDP from which the motorist is being transferred must promptly transfer records to the IDP to which the motorist is transferring within five business days from receipt of notification of the pending transfer. In the event that, prior to the first class, a motorist notifies the IDP of his/her wish to transfer to a different program, the director releasing the motorist must provide written documentation to the motorist and to the program the motorist wishes to transfer to confirming the transfer from one program to another.
3. Any fees collected by the IDP must be fully refunded to the motorist in the event that the IDP is unable to provide the entire course, as prescribed by the Commissioner.
4. The IDP must not steer motorists to a particular clinical provider. In the event the IDP refers a motorist for evaluation, the IDP must either (a) direct the motorist to the Office of Alcohol and Substance Abuse Services (OASAS) website for a list of OASAS-approved Impaired Driver Clinical Screening and Assessment Providers, or (b) provide the motorist with a current list.
5. IDP staff must screen motorists for alcohol and/or drug abuse, using the RIASI Screening Matrix developed by DMV in cooperation with the Research Institute on Addictions, or by any other method approved by the Commissioner.
6. The IDP may not charge motorists any fees that exceed amounts provided for in DMV's regulations (15 NYCRR 134) or that are not provided for in such regulations.
7. Classrooms, and the buildings in which they are located, must comply with all applicable life/safety codes. The program must be accessible to individuals with a disability, and must comply with the requirements of the Americans with Disabilities Act. NOTE: Handicapped accessibility is not required for every classroom if another accessible classroom where a IDP course is conducted is available and is within reasonable proximity of the non-accessible classroom. IDP classes must only be conducted in DMV-approved classrooms. DMV's written approval of each classroom location is required before any class can be scheduled for that classroom.
8. Interpreters for hearing-impaired program participants must be provided, as specified in the New York State Impaired Driver Program Director's Guide.
9. The IDP director must provide a motorist with a minimum of ten days written notice prior to dropping such motorist from the program. Such notice must specify the reason(s) why the motorist is being dropped.
10. In the event that a class is rescheduled, the IDP must notify the motorist and DMV at least three days prior to the regularly scheduled class time, except in the case of an emergency.
11. Status Updates: The IDP must submit all status updates, including motorist transfers, re-entries, drops, class rescheduling, and course completions in the method prescribed by DMV (e.g., electronically and/or on a document approved by DMV) within 72 hours following such change of status.
12. The IDP must ensure that course participants are not subjected by the IDP or IDP course providers to sexual harassment, demeaning or offensive behavior, or unlawful discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, age or disability.
13. The IDP must not attempt to contact a motorist or solicit such motorist's enrollment in its IDP prior to receiving notification from DMV that the motorist has enrolled in its IDP. The IDP is prohibited from contacting or soliciting participants enrolled in other IDPs.
14. Prior to a motorist's enrollment in a IDP, the IDP is prohibited from soliciting or obtaining information from any source (including a court or District Attorney's office) concerning the motorist's charge or conviction for an alcohol-related offense.
15. In the event a motorist misses a class session for any reason, the IDP must reschedule the motorist for a class that will facilitate attendance at all sessions required for the motorist to receive delivery of the entire curriculum in the prescribed sequence.

## II. IDP's Responsibility to DMV:

1. The IDP must at all times adhere to the provisions of Article 21 and Section 1196 of the New York State Vehicle and Traffic Law, DMV's regulations (15 NYCRR 134), the terms of the New York State Impaired Driver Program Director's Guide (DPR-175), and any amendments, unless otherwise approved by DMV in writing.

Any request to deviate from the requirements set forth therein must be submitted to DMV in writing, and must describe the purpose of such request.

2. The IDP must adhere to the provisions of the New York State Impaired Driver Program Director's Guide (DPR-175) and Part 134.10 of DMV's regulations when addressing a motorist's appeal of any adverse decision made by treatment providers or program personnel concerning the motorist's participation in treatment or program services.
3. New IDP applicants who wish to provide services as a IDP must provide a completed "Fiscal Feasibility Worksheet" with the application, documenting proof of the applicant's financial viability for successful IDP operation.
4. The IDP must submit applications of prospective IDP directors and course instructors to DMV for approval, with all supporting documentation required. DMV will notify applicants and directors upon its preliminary approval of the application.

DMV's final approval of course instructors is subject to the instructor meeting the basic requirements for the position, and obtaining verification that the instructor has successfully completed the required training. The IDP must not permit untrained instructors (i.e., those who fail to complete any training required or fail to acquire and maintain the necessary certification) to teach IDP courses.

5. In order to avoid any conflict of interest, or the appearance of impropriety, the IDP must not have a financial interest, or employ anyone who has a financial interest, in any alcoholism and substance abuse evaluation/treatment service or employ any person who is employed by a provider of alcoholism and substance abuse evaluation/treatment service to which the IDP's participants are referred or treated.
6. The IDP must ensure that IDP staff members, including all course instructors, refrain from directly or indirectly sharing any fee or other remuneration with any third party.
7. IDP directors are responsible for administrative and supervisory oversight of all approved instructors, and are responsible for ensuring that the instructors adhere to the provisions of this Service Agreement.
8. Directors must promptly report any actions that are not in accordance with this agreement to DMV.
9. DMV reserves the right to suspend or revoke the certification of any instructor if DMV finds that the instructor:
  - Has engaged in fraudulent activity.
  - Subjects the participant to sexual harassment, demeaning or offensive behavior, or unlawful discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, age or disability.
  - Is not participating in continuing education requirements.
  - Fails to conduct himself or herself in a professional manner.
  - Fails to deliver the curriculum as prescribed by the Commissioner.
  - Has been convicted of a felony, or of any crime involving violence, dishonesty, deceit, indecency, degeneracy or moral turpitude.
  - Has a driver license that is suspended or revoked, or if such license is in conditional or restricted status. Instructors must possess a valid driver license, and must not have had such license suspended or revoked within five years prior to the instructor's application for certification, except for a suspension which may be terminated by an act of the licensee. The instructor may, in DMV's sole discretion, be eligible for re-approval on a case-by-case basis

10. It is the responsibility of the IDP to ensure that an out-of-state driver license held by an instructor is valid, is not in conditional or restricted status, and has not been suspended or revoked for the five years prior to the application date, except for a suspension which may be terminated by an act of the licensee. Out-of-State applicants must submit supporting documentation with their instructor's application, which includes a certified copy of the applicant's Abstract of Driving Record. The IDP must annually submit to DMV an updated Abstract of Driving Record for each approved out-of-state instructor.

11. IDP staff must participate in any mandatory DMV-approved activities designed to enhance course presentation or the administration of the IDP.

IDP staff must attend a minimum of 18 hours of continuing education every three years. DMV-approved continuing education is required for IDP staff to remain current in addiction prevention, treatment and recovery, traffic safety, and changes in the law or regulations.

The Office of Alcoholism and Substance Abuse Services (OASAS) provides a Training Catalog with information about upcoming training and development opportunities that may assist IDP staff in their professional development. Visit the OASAS website at [www.oasas.ny.gov](http://www.oasas.ny.gov) and enter "Training Catalog" into the search field.

12. The IDP director must monitor classroom presentations and the actions of course providers and IDP personnel to maintain standards of quality and consistency in the delivery of the program curriculum.

13. Approved IDP instructors must apply to be fully certified after curriculum training and the delivery of a full cycle of the curriculum. In the event the instructor is not fully certified within one year from the initial curriculum training, the instructor's approval will be suspended.

In order to remain approved to teach a IDP course, instructors must attend additional training whenever the course curriculum is updated.

14. Classes must meet the required minimum and maximum number of students, as specified in the New York State Impaired Driver Program Director's Guide (DPR-175), and as provided in DMV's notice of approval for each IDP class location. Two course instructors are required for classes having 14 or more participants; two instructors are recommended for all classes.

15. The IDP must submit an Impaired Driver Program Classroom Site Inspection Report (form DPR-125) with any request for a change to, or addition of, existing classroom locations. Refer to the New York State Impaired Driver Program Director's Guide (DPR-175) for more information. New classroom site requests must be accompanied by justification for adding a new classroom. Justification is to support both the need for a new classroom as well as client enrollment sustainability. The IDP may begin scheduling classes at such locations only after receiving notice of approval from DMV.

16. IDP's Obligation of Indemnification and Liability:

IDP's obligations to indemnify and hold harmless specified hereunder shall survive the expiration of the Contract by termination or otherwise.

IDP shall be solely responsible and answerable in damages for any and all accidents and/or injuries (including death) to persons or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this agreement. The IDP shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this agreement.

IDP is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State nor make any claim, demand or application to or for any right based upon any different status.

Driver's Privacy Protection Act (DPPA) & New York State Information Security Breach and Notification Act (ISBNA): IDP acknowledges that all DMV records containing personal information, as well as DMV-related processing information, are confidential and are the property of the Department and the State of New York. In the event that such information is improperly used, accessed, or becomes compromised, the IDP may be held liable for violating the federal DPPA (18 U.S.C. §2721, et seq.) and the New York State ISBNA (General Business Law, §899-aa; State Technology Law, §208), and may be required to indemnify DMV for any such violation.

IDP must report suspected or confirmed violations of the DPPA or ISBNA to DMV within one business day of discovering any such violation. Violations must be reported to:

Audit Services  
New York State Department of Motor Vehicles  
6 Empire State Plaza  
Albany, NY 12228  
Tele: (518) 474-0881  
Fax: (518) 474-8358  
dmv.sm.audit@dmv.ny.gov

**DPPA:** A person who knowingly violates the DPPA shall be subject to criminal fines and liability for civil remedies. IDP shall indemnify and hold harmless New York State, its employees and agents, from and against any claims, demands, loss, damage or expense related solely to a knowing violation of the DPPA committed by IDP, its employees, officers, agents or subcontractors. IDP shall indemnify the Department and the State of New York even if IDP did not have knowledge of such violation of the DPPA by its officers, employees, agents, or subcontractors at the time such violation occurred.

**ISBNA:** IDP shall be responsible for complying with the provisions of the ISBNA with respect to any private information (as defined in the ISBNA) received by IDP, its officers, employees, agents, or subcontractors. In the event of a breach of security, IDP shall immediately commence an investigation, in cooperation with DMV, to determine the scope of the breach, and IDP shall assist DMV in restoring the security of the related system in order to prevent any further breaches. IDP shall notify DMV of any breach of security immediately following discovery of such breach.

Under the ISBNA, DMV is required to notify any individuals whose records have been accessed for unauthorized purposes from a system maintained by DMV.

In furtherance of the investigation of any breach of the ISBNA, the IDP must receive written authorization from DMV prior to providing notice of such breach to any other entity. IDP shall be responsible for all costs associated with providing notices required under the ISBNA. The IDP shall not impair the authority of the New York State Office of the Attorney General to bring an action against IDP to enforce the provisions of the ISBNA, or limit IDP's liability for any violations of the ISBNA. Additional information concerning the ISBNA and the notification process is available on the New York State Office of Information Technology website at [www.its.ny.gov](http://www.its.ny.gov). Enter "Breach Notification" into the search field.

By signing this agreement, the authorized signatory attests that he/she has read the DPPA and the ISBNA, understands their provisions, and agrees to abide by their terms and conditions.

17. The IDP must not request or view a motorist's electronic or paper Abstract of Driving Record prior to the participant's official enrollment in the IDP by DMV, including the entry of the participant's name on the class roster and the participant's execution of the DMV-approved consent form.

In addition, the IDP is prohibited from requesting or viewing a motorist's Abstract of Driving Record after the motorist has completed, transferred from, or has been dropped from the IDP.

18. The IDP must fully cooperate with DMV in any audit of IDP records required to monitor and evaluate IDP administrative procedures, operations, and the delivery of the course curriculum.

19. DMV reserves the right, in its sole discretion, to rescind its approval for any IDP to operate as a IDP, in the event DMV determines that the IDP has violated the conditions of such approval, or has unsatisfactorily conducted services.

In the event that DMV determines that an IDP has performed unsatisfactorily or has breached any term hereof, DMV will notify the IDP director of such deficiency. DMV reserves the right, in its sole discretion, to permit the IDP to correct any such deficiency within a period of time prescribed by DMV. Failure to rectify deficiencies within the time frame specified in the notification may result in revocation, suspension or a partial rescission of DMV's approval of the IDP to operate as a IDP.

A partial rescission of approval will permit the IDP to continue to provide limited services, subject to conditions imposed by DMV.

20. This agreement will remain in effect unless superseded by a subsequent agreement, or terminated by DMV as provided herein, or upon the IDP's cessation of operations. The IDP must provide DMV with 90 days advanced written notice of its intention to cease operations as a IDP.

Notwithstanding the termination of this agreement, IDP staff having access to personal identifying information of IDP participants shall have a continuing obligation to refrain from any unauthorized use, access, or dissemination of such information.

21. The IDP must promptly cooperate with DMV to ensure the transfer of students and the transfer of participants in referral status, upon termination of this agreement for any reason; and this continuing obligation will survive the termination of this agreement.
22. This agreement may only be amended in writing by the mutual consent of the Parties.

**In Witness Whereof, the Parties have executed this agreement by their duly authorized officer or representative.**

**Impaired Driver Program Provider**

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**NYS Department of Motor Vehicles**

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