

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NEW JERSEY DEPARTMENT OF HEALTH  
DIVISION OF EPIDEMIOLOGY, ENVIRONMENTAL AND OCCUPATIONAL HEALTH**

**AND**

**NEW JERSEY DEPARTMENT OF STATE / NEW JERSEY COMMISSION ON  
AMERICAN INDIAN AFFAIRS**

**FOR**

**CRITICAL COVID-19 VACCINATION PLANNING AND ACTIVITIES IN NEW  
JERSEY'S RECOGNIZED TRIBES**

**WHEREAS**, pursuant to N.J.S.A. App.A:9-45(i) and Executive Order 102, Governor Murphy declared a significant threat to public health posed by novel coronavirus ("COVID-19") and declared the necessity to work closely with Federal, State, and Local agencies and authorities to monitor, plan for and mitigate the spread of COVID-19 in the State; and

**WHEREAS**, due to the increase in the number of COVID-19 cases in New Jersey, the surrounding region and across the globe, Governor Murphy issued Executive Order No. 103 declaring a public health emergency and a state of emergency in the State of New Jersey (the "State") on March 9, 2020, allowing for a COVID-19 response that includes healthcare capacity expansion, focus on vulnerable populations, scaling of testing, contact tracing and exposure notification mobilization, resource provision, and vaccination planning in the State; and

**WHEREAS**, the Public Health Emergency was extended multiple times by Governor Murphy pursuant to various Executive Orders; and

**WHEREAS**, New Jersey began COVID-19 vaccination planning in the context of considerable unknowns regarding vaccine efficacy, availability and timelines, federal distribution logistics, supplies and funding resources, public demand, likelihood of community protection through vaccination, and other factors and submitted a draft Interim COVID-19 Vaccination Plan to the Centers for Disease Control and Prevention (CDC) on October 16, 2020; and

**WHEREAS**, since the interim COVID-19 Vaccination Plan was submitted to the CDC, the U.S. Food and Drug Administration issued an Emergency Use Authorization (EUA) for three vaccines, Pfizer-BioNTech, Moderna, and Johnson & Johnson/Janssen for the prevention of COVID-19; and

**WHEREAS**, on June 4, 2021, Governor Murphy signed Assembly Bill No. 5820 and Executive Order No. 244, which among other things, resulted in the termination of the Public Health Emergency declared in Executive Order No. 103 (2020) but maintained the State of Emergency declared in that same Order; and

**WHEREAS**, the COVID-19 pandemic has negatively impacted vulnerable populations including members of tribal groups in New Jersey; and

**WHEREAS**, pursuant to N.J.S.A. 52:14-1, et seq., the New Jersey Department of Health (NJDOH) may enter into collaborative agreements with other New Jersey Departments and Agencies when necessary; and

**WHEREAS**, funding was awarded to the NJDOH, effective July 1, 2020 to June 30, 2024, Grant Title: CDC-RFA-IP19-1901 Immunization and Vaccines for Children; Award No: 6 NH23IP922594-02-04; Account No:1216000928B7; CFDA No: 93.268, for the purpose of supporting and strengthening critical immunization planning and implementation requirements and activities to ensure effective and efficient COVID-19 vaccination in phases 1 (a, b, and c), 2, and 3; and

**WHEREAS**, NJDOH seeks to engage the professional services of the New Jersey Department of State, New Jersey Commission on American Indian Affairs to provide oversight of the coordination and implementation of critical COVID-19 vaccination planning and activities in New Jersey's recognized tribes.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

I. UNDER THIS MEMORANDUM OF AGREEMENT (MOA), THE NJDOH IS HEREAFTER REFERRED TO AS THE "FUNDING AGENCY" AND THE NEW JERSEY DEPARTMENT OF STATE, NEW JERSEY COMMISSION ON AMERICAN INDIAN AFFAIRS IS HEREAFTER REFERRED TO AS THE "SERVICE PROVIDER AGENCY."

II. OBLIGATIONS AND RIGHTS OF FUNDING AGENCY

A. **Obligations**

1. Funding Agency shall provide funding in an amount not to exceed: \$589,829.
  - a. Payment is contingent upon the satisfactory delivery of services as described herein at Section III.A., "Service Provider Obligations."
  - b. Payment obligations, reporting and monitoring requirements, and other special conditions to this MOA, are set forth at Attachment A, incorporated herein by reference.
  - c. Payments shall be made in accordance with the provisions of Attachment A, Section I. Payments shall be made for approved

budget costs, set forth at Attachment B, incorporated herein by reference.

2. Funding Agency shall monitor the progress of this project to ensure services are provided in accordance with the schedule of work in Section III(A) for which payment shall be made. The financial, performance, and monitoring requirements are set forth at Attachment A, Sections II, III, and IV.

## **B. Rights**

### **1. Audit**

- a. Funding Agency has the right to audit all accounts and/or records maintained by the Service Provider Agency pertaining to this MOA.
- b. Funding Agency has the right, during normal business hours, to access all records and/or data pertaining to this MOA.
- c. The provisions of this subparagraph shall continue for a period of seven years after the submission and acceptance of the financial and programmatic reports required under this MOA.

### **2. Work Product**

- a. Funding Agency owns all data originated, developed, prepared, used, obtained, created, and maintained in the performance of services set forth herein.
  - i. All written work produced pursuant to this MOA shall bear an acknowledgment of the support of the Funding Agency.
- b. Funding Agency must grant prior written consent before the Service Provider Agency may release any written work produced utilizing funds or data obtained pursuant to this MOA.
- c. Funding Agency has the right to edit all written work produced pursuant to this MOA and to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.
- d. Funding Agency assumes all responsibilities relative to determining compliance and effect of the Open Public Records Act (N.J.S.A. 47:1A-1) as it pertains to any work performed by the Service Provider Agency pursuant to this MOA.

### **3. Purchases**

Any purchases made using funds in connection with this MOA are the property of the Funding Agency, which Service Provider Agency agrees to return upon request at the expiration or termination of the MOA.

**III. OBLIGATIONS AND RIGHTS OF SERVICE PROVIDER AGENCY**

**A. Obligations**

1. Service Provider Agency shall deliver work established in the budget at Attachment B.
2. Service Provider Agency shall submit expenditure, progress and final reports, and State invoices as set forth at Attachment A.
3. Service Provider Agency shall maintain all records related to this MOA for a period of seven years after the submission and acceptance of the financial and programmatic reports required under this MOA.
4. Schedule of Work. Service Provider Agency agrees to deliver the following COVID-19 vaccination activities by the dates provided:

<b>Deliverables</b>	<b>Implementation Date</b>
1. Hire COVID-19 Commission Coordinator (to lead efforts at the Commission level) and three (3) Tribal Coordinators (one (1) for each tribal community in NJ).	By June 30, 2022
2. Engage with a New Jersey Higher Education Institution to deploy AmeriCorps members from New Jersey's COVID-19 SERVICE CORPS, administered by Montclair State University for guidance on refinement of performance measures, pre and post testing, documentation, and reporting.	By June 30, 2024
3. Partner with vaccination providers to coordinate the implementation of three (3) vaccine clinics within tribal community churches and/or centers.	By June 30, 2024
4. Enlist/educate six (6) adult providers (two (2) for each tribal community in NJ), including specialists that see high risk patients, to identify and refer patients to vaccination clinics if they are not themselves vaccinators.	By June 30, 2024
5. Support public health workforce recruitment and training including working with health providers from rural communities, communities of color, and/or communities of high social vulnerability – recruit and train six (6) community health workers (two for each tribal community in NJ).	By June 30, 2024
6. Support public health workforce recruitment and training including working with health providers from rural communities, communities of color, and/or communities of high social vulnerability – recruit and train two (2)	By June 30, 2024

community health workers for inter-tribal communities in NJ.	
7. Support public health workforce recruitment and training including working with health providers from rural communities, communities of color, and/or communities of high social vulnerability – recruit and train two (2) community health workers for American Indians living in non-tribal communities in NJ.	By June 30, 2024
8. Provide supplies (including personal protective equipment (PPE)), equipment, and training to established vaccine providers/clinics in tribal churches/centers in NJ.	Ongoing through June 30, 2024
9. Partner/collaborate with AmeriCorps Nursing Students to ensure vaccine administration sites have appropriate capabilities to address adverse events, including anaphylaxis.	Ongoing through June 30, 2024
10. Tribal Coordinators to host/participate in monthly Vaccine Equity Committee meetings to ensure equitable distribution and administration of COVID-19 vaccines.	Ongoing through June 30, 2024
11. Partner, plan, and implement vaccination activities with critical organizations.	By June 30, 2024
12. Plan and implement vaccination activities with organizations and businesses that employ frontline essential workers.	By June 30, 2024
13. Update Secretary of State's website to promote COVID-19 vaccination, especially among tribal communities.	Ongoing through June 30, 2024
14. Collaborate with tribal community members to develop culturally appropriate online, social media and print materials to promote COVID-19 vaccination, especially among American Indian Tribal and inter-tribal groups.	Ongoing through June 30, 2024
15. Increase vaccine confidence through education, outreach, and partnerships with organizations including Census 2020, NJ Voluntary Organizations Active in Disaster (NJVOAD), non-profit and faith-based organizations in NJ.	By June 30, 2024
16. Adapt CDC materials to community audiences, including a focus on American Indian Tribal and inter-tribal groups.	By June 30, 2024
17. Share educational, outreach and marketing approaches and materials with CDC and others engaged in similar activities to allow for national dissemination.	By June 30, 2024
18. Collaborate with community leaders to address vaccine education efforts to include addressing possible vaccine misinformation and increase vaccine confidence and vaccine uptake.	Ongoing through June 30, 2024
19. Assist in ensuring timely and accurate reporting of vaccine administration, demographic, and other data in the New Jersey Immunization Information System.	Ongoing through June 30, 2024

5. Whistleblower Protection Notice.

Service Provider Agency agrees to comply with and provide adequate notice of available whistleblower rights and remedies, pursuant to 41 U.S.C. 4712, as follows:

- a. Informing employees and independent contractors working on this MOA of their entitlement to the rights and remedies of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections", which cannot be waived by any MOA, policy, form or condition of employment, and includes the following:
  - i. The right not to be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing, which is defined as "making a disclosure that the employee reasonably believes is evidence of," any of the following:
    1. Gross mismanagement of federal contract or grant;
    2. A gross waste of federal funds;
    3. An abuse of authority relating to federal contract or grant;
    4. A substantial and specific danger to public health or safety;
    5. A violation of law, rule or regulation related to a federal contract or grant (including the competition for, or negotiation of a contract of grant); and
  - ii. This benefit applies when the employee's disclosure is made to one of the following individuals or entities:
    1. A member of Congress, or representative of a Congressional Committee;
    2. An Inspector General;
    3. The Government Accountability Office;
    4. A federal employee responsible for contract or grant oversight or management at the relevant agency;
    5. An official from the Department of Justice or other law enforcement agency;
    6. A court or grand jury; or
    7. A management official or other employee of the contractor, subcontractor, grantee, or subgrantee with responsibility to investigate, discover, or address misconduct.
- b. Providing such written notice in the predominant native language of the workforce; and
- c. Including such requirements in any subsequent MOA with another party to carry out its obligations under the MOA.

6. Data Privacy and Data Security

Service Provider Agency agrees to protect NJDOH data collected, used, and maintained through the professional services provided pursuant to this MOA pursuant to applicable federal and State law, standards and policies of the State of New Jersey Office of Information Technology, as amended and supplemented, and

accessed at <https://www.nj.gov/it/whatwedo/policylibrary/>. Service Provider Agency agrees to the secure handling of personally identifiable information in accordance with Attachments C and D. Service Provider Agency agrees that all personnel supporting a vaccine point of dispensing site will sign Attachment D.

## **B. Rights**

Service Provider Agency has the rights set forth at Sections III, IV, and V of this MOA and Attachment A.

## **IV. GENERAL PROVISIONS**

- A. During the term of this MOA, each party shall comply with all federal, State and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this MOA. The award of funds is based on the Service Provider Agency's submission, and the Funding Agency's acceptance of a Cost Proposal, Attachment B which is incorporated herein by reference.
- B. Each party shall maintain accurate books and records of all disbursements, funds received, funds spent and funds available because of this MOA.
- C. Each party is an independent entity and neither party shall hold itself out as an agent, partner or representative of the other.
- D. Failure by either party to exercise any right or demand performance of any obligation under this MOA shall not be deemed a waiver of such right or obligation.
- E. If any terms and conditions of this MOA are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this MOA are declared severable.
- F. This MOA may not be assigned without the prior written consent of NJDOH.
- G. The laws of the State of New Jersey govern this MOA.
- H. This MOA may be modified in accordance with the provisions of Attachment A, Section III.
- I. The parties recognize and agree that this MOA is expressly dependent upon the availability to the NJDOH of funds appropriated from applicable federal or State funding sources. The NJDOH shall not be held liable for any termination of this MOA due to the absence of available funding

appropriations.

- J. Funding Agency reserves the right to reproduce, publish or otherwise use, and to authorize others to use, any work developed under the MOA.
- K. The parties agree that all data resulting from this MOA are to be considered confidential and shall be solely used for the purposes as outlined above. All parties are required to use reasonable care to protect the confidentiality of the data.
- L. Any research resulting from this MOA which is subject to the Institutional Review Boards of either of the parties shall be confidential. Each party is responsible for adhering to the rules of the Institutional Review Board.

**V. TERMS AND TERMINATION**

- A. Subject to any rights of termination hereinafter set forth, this MOA shall become effective on July 1, 2021 and shall remain in effect through June 30, 2024.
  - 1. A portion of this MOA may be retroactive.
  - 2. Neither party will incur any penalty because of the retroactive period.
- B. This MOA may be terminated by either party with or without cause upon 30 days' advance written notice.
- C. Notice of termination shall be addressed to the contact person identified at Section VI and delivered via U.S. mail, return receipt requested, and shall be effective upon receipt.
- D. Upon the expiration of the term of this MOA or upon the issuance of a notice of termination, all unexpended funds appropriated by the Funding Agency to the Service Provider Agency, in any account whatsoever, shall be immediately returned to the Funding Agency through the contact person identified at Section VI without any further assessment or expenditure except as specifically approved by the Funding Agency in writing.

**VI. PRINCIPAL CONTACTS**

The principal contacts for all notifications required or otherwise necessary under this MOA shall be as follows:

**For the New Jersey Department of Health:**

**Program Management Officer**

Felicia Walton  
Program Manager  
Division of Epidemiology, Environmental & Occupational Health  
Vaccine Preventable Disease Program  
Po Box 369  
Trenton NJ, 08625-0369  
Telephone Number: [REDACTED]  
Fax Number: [REDACTED]  
Email: [REDACTED]

**Fiscal Officer**

Howard Cohen  
Contract Administrator, Office of Assistant Commissioner  
Division of Epidemiology, Environmental and Occupational Health  
PO Box 369  
Trenton, NJ 08625-0369  
Telephone Number: [REDACTED]  
Email: [REDACTED]

**For New Jersey Department of State, New Jersey Commission on American Indian Affairs**

**Program Officer**

Rowena Madden, Executive Officer  
New Jersey Department of State, New Jersey Commission on American Indian Affairs  
225 W. State Street, 4<sup>th</sup> Floor  
PO Box 456  
Trenton, NJ 08625-0459  
Telephone Number: [REDACTED]  
Fax Number: [REDACTED]  
Email: [REDACTED]

**Fiscal Officer**

Jacqueline Kemery, Chief Financial Officer/Grants Manager  
New Jersey Department of State, New Jersey Commission on American Indian Affairs  
225 W. State Street, 4<sup>th</sup> Floor  
PO Box 456  
Trenton, NJ 08625-0459  
Telephone Number: [REDACTED] 5  
Fax Number: [REDACTED]  
Email: [REDACTED]

VII. WE, THE UNDERSIGNED, CONSENT TO THE CONTENTS OF THIS AGREEMENT.

New Jersey Department of Health:

Signature: David J. Adinaro  
David J. Adinaro, MD, FACEP  
Deputy Commissioner  
Public Health Services

07/28/2021  
Date:

New Jersey Department of State  
New Jersey Commission on American Indian Affairs

Signature: Rowena Madden  
Rowena Madden  
Executive Officer  
New Jersey Department of State,  
New Jersey Commission on American Indian Affairs

8/11/21  
Date:

## **ATTACHMENT A**

This Attachment A is hereby incorporated into the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and the New Jersey Department of State, New Jersey Commission on American Indian Affairs, entitled, "Critical COVID-19 Vaccination Planning and Activities in New Jersey's Recognized Tribes."

### **I. METHOD OF PAYMENT**

- A. NJDOH shall provide grant funds upfront to the New Jersey Department of State, New Jersey Commission on American Indian Affairs. The New Jersey Department of State, New Jersey Commission on American Indian Affairs shall submit monthly expenditure reports by the fifth (5<sup>th</sup>) business day of the following month to track expenses. Tracked expenses should include:
1. Personnel wages/salaries
  2. For purchased items:
    - a. Purchase orders;
    - b. Invoices; and
    - c. Payments made.
  3. For In-State travel:
    - a. Itemized list of travel expenses;
    - b. Copies of tolls and parking receipts; and
    - c. Beginning and ending addresses travelled.
  4. Contractual expenses
- B. NJDOH may withhold final payment pending receipt and acceptance of final reports.

### **II. FINANCIAL AND PERFORMANCE REPORTING AND MOA MONITORING**

- A. **Expenditure Reports.**  
The New Jersey Department of State, New Jersey Commission on American Indian Affairs shall submit monthly expenditure reports by the fifth (5<sup>th</sup>) business day of the following month. The New Jersey Department of State, New Jersey Commission on American Indian Affairs shall submit a final expenditure report to NJDOH no later than June 30, 2024.
- B. **Progress Reports.**  
The New Jersey Department of State, New Jersey Commission on American Indian Affairs shall submit bi-monthly progress reports by the fifth (5<sup>th</sup>) business day of the following month.

**C. Meetings.**

The New Jersey Department of State, New Jersey Commission on American Indian Affairs is required to participate in technical assistance meetings with NJDOH as needed.

**D. Monitoring Requirements.**

NJDOH shall monitor progress on a quarterly basis to ensure the timely progression of the project and, if needed, shall initiate improvement plans to overcome any barrier to completion.

**III. MODIFICATIONS TO THE AGREEMENT**

The MOA and any attachment thereto represent the entire Agreement between the parties and shall not be amended except by the express written consent of both parties, except as stated herein:

**1. Extensions of Time**

May be granted in writing by the NJDOH Program Management Officer and NJDOH Fiscal Officer identified in the MOA at Section VI.

**2. Budget Revisions**

May be granted in writing by the NJDOH Program Management Officer and NJDOH Fiscal Officer identified in the MOA at Section VI.

**3. Modifications to Service Deliverables**

May be made to Subsection IV. of the MOA with the approval of the NJDOH Program Management Officer identified in the MOA at Section VI.

**IV. SPECIAL CONDITIONS**

The MOA has no special conditions.

**V. MULTI-YEAR AGREEMENTS**

1. The MOA is for the period of July 1, 2021 through June 30, 2024 and authorization is approved for that time.

## **ATTACHMENT B**

This Attachment B is hereby incorporated into the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and the New Jersey Department of State, New Jersey Commission on American Indian Affairs, entitled "Critical COVID-19 Vaccination Planning and Activities in New Jersey's Recognized Tribes."

See attached:

New Jersey Department of State, New Jersey  
Commission on American Indian Affairs

PERSONNEL						
Title	Number of Staff	Base Salary	%FTE	# of months	Total Base Salary	
COVID-19 Commission Coordinator	1	\$ 80,000	50%	36	\$ 120,000	
COVID-19 Tribal Coordinator	3	\$ 80,000	50%	36	\$ 360,000	
<b>TOTAL PERSONNEL</b>					<b>\$ 480,000</b>	
TRAVEL						
	Number of Staff	Total Miles	Cost/mile	Total Travel		
Education and Outreach in the Community by COVID-19 Commission Coordinator and Tribal Coordinators	4	21,600	\$ 0.35	\$ 7,560		
<b>TOTAL TRAVEL</b>					<b>\$ 7,560</b>	
EQUIPMENT						
	Quantity	Unit Cost	TOTAL EQUIPMENT			
Lap Tops	4	\$ 1,800	\$ 7,200			
<b>TOTAL EQUIPMENT</b>					<b>\$ 7,200</b>	
SUPPLIES						
	Unit Cost	Quantity	TOTAL SUPPLIES			
Face Masks	\$ 0.70	10,000	\$ 7,000			
Paper, writing materials, ink			\$ 3,000			
Publications	\$ 0.50	5,000.00	\$ 2,500.00			
<b>TOTAL SUPPLIES</b>					<b>\$ 12,500</b>	
CONTRACTUAL						
Contractor	Performance Period					
Montclair State University - Guidance on refinement of performance measures, pre and post testing, documentation and reporting.	3 years					\$ 75,000
<b>TOTAL CONTRACTUAL</b>					<b>\$ 75,000</b>	
<b>INDIRECT</b>					<b>\$ 7,569.00</b>	
<b>TOTAL INDIRECT</b>					<b>\$ 7,569.00</b>	
<b>TOTAL REQUESTED AMOUNT</b>					<b>\$ 589,829</b>	

## ATTACHMENT C

### SECURE PROTECTION AND HANDLING OF COVID-19 DATA AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF HEALTH AND THE NEW JERSEY DEPARTMENT OF STATE, NEW JERSEY COMMISSION ON AMERICAN INDIAN AFFAIRS

This Secure Protection and Handling of COVID-19 Data Agreement (Agreement) is made and entered into by and between the New Jersey Department of Health (NJDOH) and the New Jersey Department of State, New Jersey Commission on American Indian Affairs (COIA) as Attachment C to the Memorandum of Agreement between COIA and NJDOH for Critical COVID-19 Vaccination Planning and Activities in New Jersey's Recognized Tribes (the "MOA").

#### RECITALS

- A. NJDOH is responsible for the State's COVID-19 Vaccination Plan to provide equitable access to the vaccine to all who live, work and/or are educated in New Jersey.
- B. This Agreement provides further specificity regarding services COIA provides pursuant to the MOA.
- C. This Agreement provides the manner in which COIA shall carry out all of the activities funded by the MOA.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. **Recitals:** The foregoing Recitals are incorporated by reference as if set forth at length herein.
- 2. **Data Classification and Confidentiality:** Data shall mean Personally Identifiable Information (PII) and other information to which COIA receives or otherwise has access pursuant to the provision of services under the MOA and shall be classified as confidential and secured as such, as outlined in the State of New Jersey Executive Branch, Statewide Information Security Manual (SISM), (effective 2/21/2021)  
[https://www.nj.gov/it/docs/ps/NJ\\_Statewide\\_Information\\_Security\\_Manual.pdf](https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf).
- 3. **Compliance with the Law for the Use and Disclosure of Confidential Information:** COIA agrees to preserve the confidentiality, integrity and accessibility of all Data collected, accessed or obtained pursuant to the provision of services under the MOA. COIA agrees that any and all Data exchanged shall be used expressly and solely for the purposes of the services provided pursuant to the MOA in response to the COVID-19 pandemic. COIA agrees that beyond the services provided pursuant to the MOA, COIA shall not share, disclose, distribute, provide access to, repurpose or share across other applications, environments, or

business units of COIA any Data collected, accessed or obtained pursuant to the provision of services under the MOA. COIA agrees that the Data is confidential and may be subject to requirements of, the Communicable Disease Law (N.J.S.A. 26:4-1, et seq.) and Rules (N.J.A.C. 8:57-1.1, et seq.) and the Statewide Immunization Registry Act (N.J.S.A. 26:4-131, et seq.) and Rules (N.J.A.C. 8:57-3.1, et seq.). COIA further agrees that Data shall not be re-used, shared, disclosed, distributed, transmitted, exchanged or otherwise provided to other 3<sup>rd</sup> parties except as specifically authorized in writing by NJDOH through a modification to the MOA.

4. **Information Security, Privacy and Generally Recognized Industry Standards:** COIA agrees to ensure the security and privacy of its information systems align with the administrative, physical and technical controls and objectives, as documented in the SISM, posted at Statewide Information Security Manual (SISM). The SISM is derived from applicable State and federal laws; industry best practices including, but not limited to National Institute of Standards and Technology (NIST) Cybersecurity Framework for Improving Critical Infrastructure; NIST Special Publication 800-53, the international security and privacy practices aligned with ISO 27001 series, Center for Internet Security (CIS) Top 20 Critical Security Controls; the Cloud Security Alliance, (CSA) Cloud Controls Matrix (CCM); lessons learned; and other New Jersey State Government applicable laws and standards.
5. **End of Agreement Data Handling.** COIA agrees that upon termination of MOA and end of the required time for record keeping requirements contained in Section III.A.3 of the MOA, COIA shall securely and permanently destroy all Data in accordance with NIST Special Publication 800-88, rev. 1, Guidelines for Media Sanitization.
6. **Privacy & Security Breach Notification.** In the event of a breach of any of COIA's security obligations, as set forth herein, or other event requiring notification under applicable State or federal law, COIA agrees to notify immediately upon discovery, the NJDOH privacy officer at privacy.officer@doh.nj.gov and NJDOH Information Security Office at DOH-ISO@doh.nj.gov

**ATTACHMENT D**  
**PRIVACY & SECURITY REQUIREMENTS FOR**  
**NEW JERSEY COVID-19 POINT OF DISPENSING SITES**  
**AND**  
**NEW JERSEY VACCINE SCHEDULING SYSTEM ACCESS**

In support of the COVID-19 Public Health Emergency Response, personnel supporting New Jersey Point of Dispensing temporary sites (POD Sites) in the community where COVID-19 vaccines can be quickly administered to people in large numbers will have access to confidential and sensitive information, including identity, demographic and medical information, about New Jersey residents and other individuals receiving COVID-19 vaccinations at a POD Site. Personnel supporting a POD Site may also have access to confidential and sensitive information about individuals contained in the New Jersey Vaccine Scheduling System (NJVSS), a New Jersey Department of Health system and public facing portal for New Jersey residents to schedule an appointment for a COVID-19 vaccination at certain POD Sites.

1. POD Site personnel are required to maintain strict confidentiality of all information, in any format, about individuals receiving COVID-19 vaccines by law, including the Statewide Immunization Registry Act (N.J.S.A. 26:4-131, et seq.) and accompanying regulations (N.J.A.C. 8:57-3.1, et seq.).
2. POD Site personnel are not authorized to use or disclose any information they learn or access about an individual receiving a COVID-19 vaccination for any reason other than in the execution of the POD Site personnel's official duties, as assigned by the POD Site Administrator and in support of the POD Site COVID-19 vaccine administration and operation.
3. POD Site personnel will not divulge, disclose, use, transfer, copy, remove, or otherwise furnish any information or documentation about individuals receiving COVID-19 vaccinations to any individual, person, organization, or entity not directly involved with the conduct of the POD Site personnel's official duties as they relate to COVID-19 vaccination at the POD Site.
4. If applicable:
  - A. POD Site personnel authorized to access NJVSS to schedule or check-in COVID-19 vaccination appointments and record COVID-19 vaccine administration will only access NJVSS to support the COVID-19 vaccination administration at the POD Site in the official course of their duties and in accordance with their responsibilities as assigned by the POD Site Administrator.
  - B. POD Site personnel who have access to confidential and sensitive information about individuals contained in the New Jersey Immunization Information System (NJIIS), a New Jersey Department of Health web-based registry of immunization information in New Jersey, will comply with all of

the confidentiality requirements set forth in the New Jersey Statewide Immunization Registry Act (N.J.S.A. 26:4-131, et seq.) and accompanying regulations N.J.A.C. 8:57-3.1, et seq.).

- C. POD Site personnel are required to report any IT security incidents, lost/stolen devices, or general operational IT security issues to the Department of Health's (DOH) Information Security Office (ISO) at DOH-ISO@doh.nj.gov.
- 5. POD Site personnel are required to immediately report to the POD Site Administrator and to the New Jersey Department of Health's Data Privacy Officer ([privacy.officer@doh.nj.gov](mailto:privacy.officer@doh.nj.gov)) any breach or suspected breach of the privacy requirements contained herein.
- 6. Any violation of these privacy requirements may result in demobilization and referral for additional employment action.

The POD Site personnel's signature below affirms that he/she/they has read and acknowledged these privacy requirements.

**ACKNOWLEDGEMENT:**

Print Name: Rosanna Madden

Date: 8/11/21

Signature: Rosanna Madden