

MEMORANDUM OF AGREEMENT
BETWEEN
NEW JERSEY DEPARTMENT OF HEALTH
AND
THE NEW JERSEY INSTITUTE OF TECHNOLOGY
FOR
COVID-19 Vaccination Supplemental Funding

WHEREAS, pursuant to N.J.S.A. 26:4-2, N.J.S.A. 26:13-12, and N.J.S.A. 26:13-32 through 26:13-36, the New Jersey Department of Health (NJDOH) is authorized to take all reasonable and necessary measures to prevent the transmission of infectious disease, to oversee the uniform prevention of the spread of disease, and to coordinate the activities of all local health agencies with regard to public health emergencies; and

WHEREAS, the Division of Epidemiology, Environmental and Occupational Health, Communicable Disease Service (CDS) previously awarded funding to the Office of the Commissioner/Management and Administration within NJDOH entitled, "Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Cooperative Agreement (ELCED)," effective January 20, 2020 through November 18, 2022, for the purpose of ELC Enhancing detection and response to COVID-19/SARS-CoV-2; enhancing laboratory, surveillance, informatics and other workforce capacity; strengthening laboratory testing; advancing electronic data exchange at public health labs; improving surveillance and reporting of electronic health data; using laboratory data to enhance investigation, response and prevention; and coordinating with strategic partners; and

WHEREAS, the Division of Epidemiology, Environmental and Occupational Health, Communicable Disease Service (CDS) also awarded additional funding to the Office of the Commissioner/Management and Administration within NJDOH entitled, "Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Extension Cooperative Agreement (ELC-EDX)," effective April 1, 2021 through July 31, 2023, for the purpose of expanding the capabilities within the ELC Enhancing detection and

response to COVID-19/SARS-CoV-2; further enhancing laboratory, surveillance, informatics and other workforce capacity; greater strengthening of laboratory testing; additional advancement of electronic data exchange at public health labs; extending the improvements for surveillance and reporting of electronic health data; expanding the use of laboratory data to enhance investigation, response and prevention; and coordinating with strategic partners; and

WHEREAS, the Division of Epidemiology, Environmental and Occupational Health, Communicable Disease Service (CDS) has now awarded funding to the Office of the Commissioner/Management and Administration within NJDOH entitled "Immunization and Vaccines for Children," effective April 1, 2021 through June 30, 2024, for the purpose of expanding the capabilities within the COVID-19 Vaccination Program and response to COVID-19/SARS-CoV-2; enhancing laboratory, surveillance, informatics and other workforce capacity; strengthening laboratory testing; advancing electronic data exchange at public health labs; improving surveillance and reporting of electronic health data; using laboratory data to enhance investigation, response and prevention; and coordinating with strategic partners; and

WHEREAS, pursuant to N.J.S.A. 18A:64E-12 et seq., the New Jersey Institute of Technology (NJIT) is authorized to enter into agreements with other State agencies to benefit the residents of the State of New Jersey; and

WHEREAS, NJDOH seeks to engage the professional services of NJIT to enhance the Communicable Disease Reporting & Surveillance System (CDRSS) and NJ Immunization Information System (NJIIS) Capacity, Systems, and Database Servers and to manage operations for the NJHIN, to onboard HIEs, hospital systems, and providers to NJHIN, and to facilitate clinical data exchange with public health information systems, including planning, testing, and implementation; and

WHEREAS, the Submission, Strategy, and Activity listed references the Submission, Strategy and Activity stated within relevant portions of the Vaccination (VAX) agreement and are listed in Attachment D, incorporated herein by reference.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. **UNDER THIS AGREEMENT, THE NJDOH IS HEREAFTER REFERRED TO AS THE "FUNDING AGENCY" AND THE NJIT 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:

- **\$5,296,082** for the 39-month period (April 2021 to June 2024) with breakdown as follows:
 - **\$423,687 in Year 1, Months 1-9, (April 2021 to December 2021);**
 - **\$1,059,217 in Year 2, Months 10-21, (January 2022 to December 2022);**
 - **\$2,118,433 in Year 3, Months 23-33, (January 2023 to December 2023);**
 - **\$1,694,746 in Year 4, Months 34-39, (January 2024 to June 2024);**
 - 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 set forth at Attachment A, Section I. Payments are made for approved budget, 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 for this project.
- 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 final 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

- a. Any purchases made using funds from 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.
4. Service Provider Agency agrees to deliver the service deliverables in the expressed timelines set forth at Attachment D, incorporated herein by reference, and to follow guidelines and comply with principles in Strategy and Activity within Submission 1 and Submission 2 as set forth in Attachment D.
5. Schedule of Work. Service Provider Agency agrees to deliver the following work in the expressed timeframes as follows (with additional details in Attachment D):

Strategy 4 / Activity 3		
	Deliverables / Milestones	Completion Date
1	Further expand consolidated MPI to include three additional state registries/systems.	June 2024
2	Further expand the capability for approved 3rd party to upload/search and match a corresponding identity in the existing data.	June 2024

NJIS		
	Deliverables / Milestones	Completion Date

1	NJII dedicated staff to enhance IIS staff support for physician onboarding	June 2024
---	--	-----------

Regional Health Hubs		
	Deliverables / Milestones	Completion Date
1	Support community-based surveillance and mitigation efforts by leveraging data sources via MPI, ADT, CCDA to support regional initiatives.	June 2024

Strategy 4 / Activity Other		
	Deliverables / Milestones	Completion Date
1	Fund the infrastructure for the NJHIN platform	June 2024

6. 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.

7. 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 <http://www.state.nj.us/it/services/policies.shtml>. Service Provider Agency Agrees to comply with the terms of Attachment C, Incorporated herein by reference.

8. Compliance with Circular 05-14-OMB

Service Provider Agency shall provide the majority of the services required to complete the schedule of work identified above as directed by Circular 05-14-OMB, which directs that when State colleges or universities are engaged by a State Department, the majority of the services should be directly provided by the university. (<https://www.nj.gov/infobank/circular/cir0514b.htm>)

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 Proposal, 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. In the event that funding is reduced in this MOA, both parties agree to renegotiate performance obligations.
 - J. Funding Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the copyright in 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 April 1 2021 and shall remain in effect through August 31, 2024.
 - 1. A portion of this MOA is 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 persons 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

Eileen Troutman
CIO, Office of Health Information Technology
New Jersey Department of Health
55 North Willow Street
Trenton NJ, 08625



Fiscal Officer

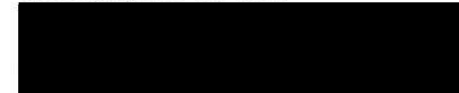
Eric Anderson
Director, Management & Administration
New Jersey Department of Health
55 North Willow Street
Trenton, NJ 08625



For New Jersey Institute of Technology (NJIT)

Program Officer

Jennifer D'Angelo
Senior Vice President, Healthcare Division
New Jersey Innovation Institute
211 Warren Street
Newark, NJ 07102



Fiscal Officer

Kevin Scull

Chief Financial Officer

New Jersey Innovation Institute

211 Warren Street

Newark, NJ 07102



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

New Jersey Department of Health:

Signature: *eileen troutman* Sep 22, 2021
eileen troutman (Sep 22, 2021 11:17 EDT)

Eileen Troutman
CIO
Office of Health Information Technology
Date

New Jersey Institute of Technology:

Signature: *Joel Bloom* 10/8/2021
DocuSigned by:
147783088FAA4E1

Joel S. Bloom, Ed.D.
President
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 Institute of Technology (NJIT) entitled "COVID-19 Vaccination Supplemental Funding."

2. METHOD OF PAYMENT

- A. NJDOH shall make reimbursement payments on a quarterly basis upon receipt of timely and satisfactory financial and performance reports and State invoices.
- B. A quarterly period is defined herein as established in Attachment B.
- C. NJDOH shall remit final payment within 60 days of acceptance of final reports.

II. FINANCIAL AND PERFORMANCE REPORTING AND MOA MONITORING

- A. **Expenditure Reports.**
NJIT shall submit expenditure reports and State invoices to NJDOH no later than 30 days after the end of each quarter.
- B. **Performance Reports.**
NJIT shall submit to NJDOH performance reports in the form specified by NJDOH no later than 30 calendar days after the end of each quarter.
- C. **Meetings.**
NJIT shall attend monthly technical assistance meetings with NJDOH.
- D. **Monitoring Requirements.**
NJDOH shall monitor expenditure and performance reports 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

There are no special conditions to the MOA.

V. MULTI-YEAR AGREEMENTS

1. The MOA is a multi-year agreement.
2. The MOA is for a period of 41 months 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 New Jersey Institute of Technology (NJIT) entitled "COVID-19 Vaccination Supplemental Funding."

1. Term and Budget

The Budget Term is April 1, 2021 through June 30, 2024. NJDOH will provide **\$5,296,083** to NJIT for the Project.

Payouts will be made based on the corresponding quarter as per below:

Quarter	Amount	Payout
1 st Quarter: April 1, 2021-June 30, 2021	\$132,402	2.5%
2 nd Quarter: July 1, 2021-September 30, 2021	\$132,402	2.5%
3 rd Quarter: October 1, 2021 – December 31, 2021	\$264,804	5%
4 th Quarter: January 1, 2022-March 31, 2022	\$264,804	5%
5 th Quarter: April 2022-June 30, 2022	\$264,804	5%
6 th Quarter: July 1, 2022-September 30, 2022	\$264,804	5%
7 th Quarter: October 1, 2022-December 31,2022	\$264,804	5%
8 th Quarter: January 1, 2023-March 31, 2023	\$264,804	5%
9 th Quarter: April 1, 2023-June 30,2023	\$264,804	5%
10 th Quarter: July 1, 2023-September 30, 2023	\$794,412	15%
11 th Quarter: October 1, 2023-December 31,2023	\$794,412	15%
12 th Quarter: January 1, 2024-March 31, 2024	\$794,412	15%
13 th Quarter: April 1, 2024-June 30, 2024	\$794,412	15%

2. Reporting

Phase and Reimbursement Reports

NJII shall submit a quarterly report and quarterly invoice to the NJDOH upon execution of the MOA and within thirty (30) days of the ending of each quarter. The report shall detail achievement of the objectives of the Project, and is based on this Fixed Price Agreement.

ATTACHMENT C

SECURE PROTECTION AND HANDLING OF NJDOH DATA CDRSS AND NJIIS ENHANCEMENT

Attachment C is hereby incorporated into and provides for additional provisions and conditions to the Memorandum of Agreement (MOA) between the New Jersey Department of Health (NJDOH) and the New Jersey Institute of Technology (NJIT). Pursuant to E.O. 103, N.J.S.A. 26:13-12, N.J.S.A. 26:4-2, and N.J.S.A. 26:13-21, the New Jersey Department of Health (NJDOH) is authorized to take all reasonable and necessary measures to prevent the transmission of infectious disease, to oversee the uniform prevention of the spread of disease, and to coordinate the activities of all local health agencies with regard to public health emergencies. As such, NJIT will make system enhancements by engaging professional services of NJIT to enhance CDRSS and New Jersey Immunization Information System (NJIIS) capacity, systems, and database servers. NJIT and service vendors agree that there shall be no further use and disclosure of the data obtained other than to those specifically outlined in this MOA. Data privacy rules require that the data will reside in MPI used by CDRSS. All of the provisions below apply to NJIT and all of the subcontractors it employs for the purposes of this MOA.

1. **NJDOH Data.**

NJDOH Data shall mean any Personally Identifiable Information (PII), as defined by the New Jersey Statewide Information Security Manual https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf, or other data or information which RBHS/SPH receives or to which RBHS/SPH otherwise has access pursuant to the provision of services under the MOA.

2. **Network Security.**

NJIT agrees at all times to maintain network security for the integration project that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular and at least an annual, vulnerability assessment(s). Likewise, NJIT agrees to maintain network security that conforms to generally recognized industry standards and best practices that are applied to its own network.

3. **Application Security.**

NJIT agrees at all times to provide, maintain and support MOA and subsequent updates, upgrades, and bug fixes such that the MOA is and remains secure from those vulnerabilities as described in generally recognized and comparable industry practices or standards. User access will be controlled through a user id and password and privileges within the system will be restricted based on user role.

4. **Data Security.**

NJIT agrees to preserve the confidentiality, integrity and accessibility of NJDOH data with administrative, technical and physical measures that conform to generally

recognized industry standards and best practices that NJIT then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes, and updates to operating systems and applications as provided by NJIT or open-source support.

5. Data Storage.

Neither NJIT nor any of its subcontractors may share the data other than as provided for in the MOA or by specific written permission of the NJDOH Chief Information Officer. NJIT agrees that any and all NJDOH data will be stored, processed, and maintained solely on designated target servers and that no NJDOH data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of NJHIN's designated backup and recovery processes and encrypted, whether at rest or in motion, in accordance with "7. Data Encryption." For purposes of this Section 5, it is permissible for NJIT to store, process, and maintain such data on services maintained by third parties, and to access this data on portable or laptop computing devices. Data and devices shall be managed and protected in accordance with guidance set forth by New Jersey Cyber Communications & Integration Cell (NJCCIC)'s [Bulletin located here](#).

NJIT recognizes that the confidentiality of the NJDOH Data is of paramount importance and must be observed except where disclosure is allowed by this Agreement. All Data exchange activity conducted through the Agreement will be conducted in a manner consistent with the New Jersey Identity Theft Prevention Act (NJSA 56:8-161, et seq.) and all applicable State and Federal law. The parties agree to take all necessary steps to protect such privacy by complying with the provisions that are applicable to their particular entity, in governing their handling of confidential information.

6. Data Transmission.

NJIT agrees that any and all electronic transmission or exchange of system and application data with NJDOH and/or any other parties expressly designated by NJDOH shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with "8. Data Re-Use."

7. Data Encryption.

NJIT agrees to store all NJDOH backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. NJIT further agrees that any and all NJDOH data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted.

8. **Data Re-Use.**

NJIT agrees that any and all NJDOH data exchanged shall be used expressly and solely for the purposes enumerated in this MOA and this Attachment, or any existing NJDOH MOAs NJDHS MOAs, as modified from time to time. Except for enhancement predicted usage, NJDOH data shall not be distributed, repurposed or shared across other applications, environments, or business units of NJIT.

9. **End of Agreement Data Handling.**

Except for data used for the purpose of and as a necessary part of the current enhancement usage, NJIT agrees that upon termination of this MOA it shall turn over all data to NJDOH. In addition, excepting that data necessary for proper operation and maintenance of enhancement usage, NJIT shall erase, destroy, and render unrecoverable all NJDOH data maintained by NJIT for the NJHIN and certify in writing that these actions have been completed within 30 days of the termination of this MOA or within 7 days of the request of NJDOH, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization.

10. **Security Breach Notification.**

NJIT agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of NJIT security obligations, or other event requiring notification under applicable law, NJIT agrees to:

- a. Notify NJDOH by telephone and e-mail of such an event immediately upon discovery, specifically with reference to a privacy event and
- b. Assume responsibility for informing all such individuals in accordance with applicable law, and
- c. Indemnify, hold harmless and defend NJDOH and its employees from and against any claims, damages, or other harm related to such Notification Event to the extent the Notification Event was not caused by NJDOH or its employees.

1. **Right to Audit.**

NJDOH or an appointed audit firm (Auditors) has the right to audit NJIT and any affiliates that provide a service for the processing, transport or storage of NJDOH's data. NJDOH will announce its intent to audit NJIT by providing at a minimum two weeks (10 business days) notice to NJIT. This notice will go to the signatory of this MOA. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from NJIT' premises, NJIT will allow the Auditors access to their site. Where necessary, NJIT will provide a personal site guide for the Auditors while on site. NJIT will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. NJIT will make necessary employees or

contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NJDOH or its appointed audit firm performing their own audit, if NJIT has an external audit firm that performs a Statement on Standards for Attestation Engagements no. 18 (SSAE 18) report and certification, NJIT shall submit the report and certification to NJDOH. NJDOH has the right to request additional controls to be added to NJIT's environment for testing the controls that have an impact on NJDOH data. Audits will be at NJDOH's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by NJIT.

11. Industry Standards.

Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

- a. Center for Internet Security - see <http://www.cisecurity.org>
- b. Payment Card Industry/Data Security Standards (PCI/DSS) – see <http://www.pcisecuritystandards.org>
- c. National Institute for Standards and Technology - see <http://csrc.nist.gov>
- d. Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov>
- e. ISO/IEC 27000-series - see <http://www.iso27001security.com/>
- f. Organization for the Advancement of Structured Information Standards (OASIS) – see <http://www.oasis-open.org/>
- g. New Jersey Office of Homeland Security and Preparedness, Statewide Information Security Manual – see <https://www.cyber.nj.gov/government/>

ATTACHMENT D

NJII-COVID-19 Vaccination Supplemental Funding

Milestones and Implementation Plan

Overview

Expansion of Master Person Index: Capacity Upgrade

This request expands from the initial request to consolidated MPI to include three additional state registries/systems by July 2022. This would extend expansion until June 2024 and would tie into the use of immunization information systems to support efficient COVID-19 vaccinations. The rationale of this request calls for the process to establish one person one identity to improve and enhance silo-ed information sharing statewide. The MPI can be used in the creation of "digital vaccination cards" that can provide consumer access to immunization records. Another request under strategy 4/Activity 3 is to expand the request to include the additional capability for 3rd parties to upload/search and match a corresponding identity in the existing data by Nov 2022. This would extend the expansion until June 2024 and would tie into the use of immunization information systems to support efficient COVID-19 vaccinations. The rationale of this request calls for the comprehensive capability for external parties to have access to query and data that was not available previously. This can also benefit the Regional Health Hubs. The MPI can be used in the creation of "digital vaccination cards" that can provide consumer access to immunization records.

New Jersey Immunization Information System (NJIS)

This request calls for continued support and collaboration with NJDOH to support IIS vaccine ordering and inventory capabilities. This can be done by adding 2 additional support personnel for NJIS on-boarding. We are requesting this additional support staff to help supplement the existing 2 FTE team for NJIS submission and onboarding initiatives.

Regional Health Hubs

This request is to support community-based surveillance and mitigation efforts by leveraging data sources via MPI, ADT, CCDA to support regional initiatives. Continued collaboration with Regional Health Hubs benefits their communities by providing coordinated quality care for their targeted patient population and the larger healthcare demographic patient population. This collaboration will allow the flow of information sharing with local health entities and appropriate partners, as highlighted in Activity 7 of the COVID-19 Vaccination Supplemental funding request.

Support for NJHIN Infrastructure | Hardware and Software

This request calls continued and expanded funding from the initial ask for infrastructure extended until June 2024 to meet the requests of the COVID-19 Vaccination Supplemental funding request. This is the core and foundation for the state-wide network infrastructure to continue to support existing use cases and expansions. NJHIN infrastructure is critical to sustain the support, maintenance, security and interoperability for the state and regionally.

Privacy Impact Assessment and Mitigation Plan

A Privacy Impact Assessment will be completed for the milestones/implementation plan, subject to approval by the Privacy Officer and Chief Information Security Officer. If necessary, the Privacy Impact Assessment Mitigation Plan will capture required action items to be resolved.

A. Expansion of Master Patient Index: Capacity Upgrade

- Expand off the initial request to consolidated MPI to include three additional state registries/systems by July 2022. This would extend expansion until June 2024 and would tie into the use of immunization information systems to support efficient COVID-19 vaccinations.
 - o Configure and test the functionality.
 - o Verify system is showing ID from multiple registries.
 - o Verify system is showing ID from community partners.

	Milestone / Deliverable	Completion Date
1	Charter Approved by DOH	June 2022
2	Project Planning Completed	June 2022
3	Completion of Privacy Impact Assessment Mitigation Plan Action Items	June 2022
4	Development Completed, Tested, Approved	October 2023
5	Registry 1 Onboarded and Performing Regular Synchronizations	April 2023
6	Registry 2 Onboarded and Performing Regular Synchronizations	March 2024
7	Registry 3 Onboarded and Performing Regular Synchronizations	June 2024
8	Project Closeout	June 2024

- Request for capability for 3rd party to upload/search and match a corresponding identity in the existing data by Nov 30, 2022.

- Verify that regional partners can query immunization data based on their security access.
- Verify that community providers can query immunization data based on their security access.

	Milestone / Deliverable	Completion Date
1	Charter Approved by DOH	July 2022
2	Project Planning Completed	December 2022
3	Completion of Privacy Impact Assessment Mitigation Plan Action Items	December 2022
4	Technical Design Completed	November 2022
5	Development and Integration Completed	May 2024
6	Pilot Completed with Agency / Group	April 2024
7	Project Closeout	June 2024

B. New Jersey Immunization Information System (NJIS)

- Collaborate with NJDOH to enhance IIS vaccine ordering and inventory capabilities.

	Milestone / Deliverable	Completion Date
1	Charter Approved by DOH	September 2021
2	Project Planning Completed	October 2021
3	Completion of Privacy Impact Assessment Mitigation Plan Action Items	October 2021
4	Outreach to all facilities providing data manually	December 2022
5	Assess the partners technical capability to enter electronic immunization information using QBP	July 2023
6	Work with the community partners to onboard them for electronic exchange of immunization information	June 2024
7	Project Closeout	June 2024

C. Regional Health Hubs

- Continued support for community-based surveillance and mitigation efforts by leveraging data sources via MPI, ADT, CCDA to support regional initiatives.
 - Connect data with local health entities

	Milestone / Deliverable	Completion Date
1	Charter Approved by DOH	July 2022
2	Project Planning Completed	July 2022
3	Completion of Privacy Impact Assessment Mitigation Plan Action Items	July 2022
4	Onboard regional health hubs for MPI connection	March 2023
5	Realtime data exchange with regional partners	June 2024
6	Project Closeout	June 2024

D. Support for NJHIN Infrastructure | Hardware and Software

- Fund the infrastructure for the NJHIN platform, from Feb/Mar 2021 until June 30, 2024
 - Enhance scalable infrastructure environment to support *4x load on normal basis and 10x load on scaled up basis.

	Milestone / Deliverable	Completion Date
1	Charter Approved by DOH	July 2022
2	Project Planning Completed	December 2022
3	Completion of Privacy Impact Assessment Mitigation Plan Action Items	December 2022
4	Technical Deployment Plan Completed	June 2023
5	Deploy Hardware / Software Upgrades	July 2023
6	Project Closeout	June 2024