

**THIRD MODIFICATION TO
THE
MEMORANDUM OF AGREEMENT
BETWEEN
NEW JERSEY DEPARTMENT OF HEALTH
AND
THE NEW JERSEY INSTITUTE OF TECHNOLOGY
FOR
CDRSS I NJIIS CAPACITY AND SYSTEM ENHANCEMENTS**

This Third Modification is hereby incorporated as an addendum to the Memorandum of Agreement entitled, "CDRSS I NJIIS CAPACITY AND SYSTEM ENHANCEMENTS," effective January 20, 2020, through November 18, 2022 (hereinafter "original MOA"), between the New Jersey Department of Health (NJDOH) and The New Jersey Institute of Technology (NJIT), each individually referred to as a "Party" and collectively as the "Parties," which is entered into the day and year last written below; and

Whereas, the original MOA was modified by a First Modification dated June 22, 2021, which revised the service deliverables and milestones, but did not revise the budget. A Second Modification dated February 8, 2022, also modified the service deliverables, but did not revise the budget.

Collectively, the original MOA and the First and Second Modifications will be referred to as the Agreement.

In this Third Modification, the parties agree to enter into an additional statement of work under which NJIT will provide additional services under a program entitled "Interoperability Expansion for Long Term Care Facilities and Acute Care Hospitals," increase the budget by \$3,700,000, and extend the term of the contract. A portion of the project period covered by this third MOA Modification is retroactive. Neither party will incur a penalty as a result of the retroactive period.

NOW, THEREFORE, THE ORIGINAL MOA IS MODIFIED AS FOLLOWS:

1. The document "Statement of Work No. 1, Interoperability Expansion for Long Term Care Facilities and Acute Care Hospitals" is hereby added as Attachment E, incorporated herein by reference.
2. The document "Attachment F – Interoperability Expansion for Long Term Care Facilities and Acute Care Hospitals Budget" is hereby added as Attachment F, incorporated herein by reference.
3. A new section II.A.3 is hereby added to the MOA that states "In addition to the funding described in sections II.A.1, the Funding Agency agrees to provide program funding to the Service Provider in the amount of \$3,700,000 over a period of seventeen (17) months for a term from March 1, 2023, to and including July 31, 2024, to be allocated as set forth in Attachment F."
4. Section V.A. of the original MOA is amended to delete the termination date of January 31, 2023, and replace it with a new termination date of July 31, 2024.
5. Attachment C to the MOA, Secure Protection and Data Handling of NJDOH Data CDRSS and NJIIS Enhancement, is hereby deleted and replaced with Attachment C, Secure Protection and Handling of DOH Data by NJIT, attached hereto and incorporated herein by reference.
6. A new Project Management Service Deliverable is hereby added to Section III.A.5., Schedule of Work, of the MOA:
Support NJDOH in advancing Health IT Interoperability, advancing Public Health and supporting Infrastructure by providing Project Management, Business Analysis, and Strategy/Planning consulting services.
For all projects within the scope of this MOA, Project Management deliverables will be completed by Service Provider Agency and approved by the Funding Agency. These deliverables shall include, but are not limited to, the Project Charter, Project Schedule, Requirements and Design documents, and Test documentation. The parties agree to complete the DOH Privacy/Security documentation collaboratively for all projects. These deliverables shall include, but are not limited to, the applicable State System Architecture Review Forms, and the Privacy Impact Assessment and any applicable mitigation plans and required mitigation plan action items. Such deliverables are subject to the approval of the Funding Agency Chief Information Security Officer and Privacy Officer, as applicable.
Funding Agency will determine if a Privacy Impact Assessment (PIA) is required for any use case or project charter involving data flowing from or to NJDOH and the NJHIN or involving an NJDOH process. Funding Agency will complete such PIAs with any necessary input from Service Provider Agency and Service Provider Agency agrees to cooperate with Funding Agency on any required mitigation action items.

Service Provider Agency agrees to determine if a Privacy Impact Assessment (PIA) is required for any other use case or project charter involving the NJHIN and will complete such PIA, which will be made available for inspection upon request by Funding Agency.

7. In the Second Modification, an additional obligation was added to the list of obligations set forth at Section III.(A.) following Section III.(A.)7. This obligation referenced compliance with Circular 05-14-OMB, which has been superseded. The reference to Circular 05-14-OMB is hereby deleted and replaced with the updated Circular 23-03-OMB.
8. Pursuant to N.J.A.C. 17:44-2.2, the Service Provider shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

The parties reaffirm the terms and conditions of the original MOA as modified by the First and Second Modifications except as changed by this Third Modification. If there is a conflict between the original MOA as modified by the First and Second Modifications and this Third Modification, the Third Modification shall govern.

IN ACCORDANCE WITH THE FOREGOING TERMS, NJDOH DELIVERS IN GOOD FAITH TO NEW JERSEY INSTITUTE OF TECHNOLOGY, THIS THIRD MODIFICATION TO THE MOA.

New Jersey Department of Health:

Eileen Troutman

Eileen Troutman
Chief Information Officer
New Jersey Department of Health

Jun 30, 2023

Date

New Jersey Institute of Technology:

Teik C. Lim

Teik C. Lim, Ph.D.
President
New Jersey Institute of Technology

8-9-2023

Date

ATTACHMENT C
SECURE PROTECTION AND HANDLING OF DOH DATA by NJIT

Attachment C is hereby incorporated into and provides for additional provisions and conditions to the Memorandum of Agreement (MOA) entitled "CDRSS/NJIIS Capacity and System Enhancements" between the New Jersey Department of Health (NJDOH) and the New Jersey Institute of Technology (NJIT). All of the provisions below apply to NJIT and all of the subcontractors it employs for the purposes of this MOA.

1. **Data Classification and Confidentiality:** Data shall mean Personally Identifiable Information (PII) and other data or information to which NJIT receives or otherwise has access pursuant to the provision of services under this MOA and shall be classified as confidential and secured as such, as defined by the New Jersey Statewide Information Security Manual, (effective 2/21/2021)

https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf (SISM).

2. **Compliance with the Law for the Use and Disclosure of Confidential Information:** NJIT agrees to preserve the confidentiality, integrity and accessibility of Data collected, accessed or obtained pursuant to this MOA. NJIT agrees that any and all Data exchanged shall be used expressly and solely for the purpose of performing services set forth in the MOA. NJIT agrees that beyond NJIT performance of the services in the MOA, NJIT shall not share, disclose, distribute, repurpose or share across other applications, environments, or business units of NJIT any Data collected, accessed or obtained under this MOA. NJIT agrees that Data is confidential and subject to the requirements of New Jersey Laws and Rules and specific legal authority which will be identified for use cases and other program and project deliverables under this MOA. NJIT further agrees that Data shall not be re-used, shared, disclosed, distributed, transmitted, exchanged or otherwise passed to other 3rd parties except on a case-by-case basis as specifically authorized in writing through a modification to the MOA.

3. **Information Security, Privacy and Generally recognized Industry Standards:** The NJIT agrees to ensure the security and privacy of State information systems is aligned with the administrative, physical and technical controls and objectives, as documented in the SISM, including but not limited to secure Data storage and encryption. 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.

4. **End of Agreement Data Handling.** NJIT agrees that upon termination of the MOA, NJIT shall upon receipt of written instructions from DOH, return Data

to DOH in accordance with SISM requirements for secure Media Transport MP-06 and/or securely and permanently destroy all Data in accordance with the SISM requirements for secure Media Sanitization MP-09 which are based upon NIST Special Publication 800-88, rev. 1, Guidelines for Media Sanitization.

5. **Security Breach Notification.** NJIT agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification required by applicable law as determined by DOH. In the event of a breach of any of NJIT's security obligations, or other event requiring notification under applicable law, NJIT agrees to:

a. Notify DOH of such an event immediately upon discovery to the DOH privacy officer at privacy.officer@doh.nj.gov and DOH Information Security Office at ISO@doh.nj.gov, and

b. Assume responsibility for informing all such individuals in accordance with applicable law, and

c. Indemnify, hold harmless and defend DOH and its employees from and against any claims, damages, or other harm related to such notification event.

6. **Right to Audit.** DOH 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 DOH's data. DOH 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 the 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 DOH 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 DOH. DOH has the right to request additional controls to be added to NJIT's environment for testing the controls that have an impact on DOH data. Audits will be at DOH's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by NJIT.

ATTACHMENT E
Statement of Work No. 1
Interoperability Expansion for Long Term Care Facilities and Acute Care Hospitals

Obligations and Rights of Service Provider Agency

Obligations:

1. Service Provider Agency shall deliver services established in Section A below.
2. Service Provider Agency shall submit progress and final reports and State invoices as set forth under Attachment F.
3. Service Provider Agency shall maintain all records related to this MOA for a period of seven years.

Section A:

Summary:

In response to P.L.2020, c.87 (A4476) – LTC Mandate, NJII (New Jersey Innovation Institute) was funded to recruit/onboard Long Term Care (LTC) organizations to the NJHIN. This effort was extremely successful and to date over 90% of LTC organizations are now on electronic systems (vs. paper) and have enabled technology in these electronic systems to send and receive Admission, Discharge, and Transfer (ADT) alerts as well as Continuity of Care Documents (CCDs). The Department of Health Office of Long Term Care Resiliency (OLTCR) seeks to build upon this success and further improve the quality of care and life of the residents of New Jersey's LTC facilities through improved and expanded interoperability capabilities.

This initiative is intended to support continuity of care and the critical transitions that occur between hospitals and long-term care facilities. Funding will be used to ensure that long term care facilities receive, and hospitals enable functionality needed to send a summary of the acute episode of care. This will streamline resident transitions back to LTC facilities, enable medication reconciliation to reduce medication errors, reduce duplicative testing by electronically providing results of tests done in the acute care setting, and reduce resident readmission to hospitals caused by lack of information needed to make care decisions.

Deliverables:

Service Provider Agency agrees to deliver the following work in the expressed timeframes as follows:

	Deliverables/Milestones	Completion Date
1.	Successfully onboard 94 hospitals including all 71 acute care hospitals, 12 Rehab	March 31, 2024

	hospitals and 11 Long Term Acute Care hospitals to Milestone 1 as defined in Table 1 (below)	
2.	Onboard 120 Ancillary facilities to receive ADT /CCDs	March 31, 2024
3.	Develop marketing materials to promote success stories based upon one or more organization's use of ADT/CCDs to improve patient care, reduce costs	October 30, 2023
4.	Successfully onboard 45 pilot nursing home facilities to Milestone 2 as defined in Table 1	March 31, 2024

Achievement Milestones and NJIT NJII Responsibilities

To promote interoperability, Funding Agency is offering milestone achievement payments. Service Provider shall pay each participating hospital and each pilot nursing home after the achievement of milestones *as defined below*. Funding Agency reserves the right to revise the milestone definitions based on current or future system capabilities and/or overall program milestone achievement progress. Designated personnel from the Funding Agency will review all supporting documentation and approve milestone achievement payments. All milestones are expected to be achieved during the term of the Agreement.

Milestone 1 – Hospital bi-directional CCD exchange directly into hospital Electronic Health Record (EHR) system and storing of Master Person Index (MPI) common key identifier in hospital EHR

Milestone 2 – 45 pilot nursing homes ingest CCD directly into nursing home Electronic Medical Record (EMR) system and store MPI Common Key Identifier

Table 1:

Milestone	Milestone Definition	Milestone Achievement Amount
<p>Milestone 1 – Hospital bi-directional CCD exchange directly into hospital Electronic Health Record (EHR) system and storing of Master Person Index (MPI) common key identifier in hospital EHR (including but not limited to Epic, Cerner)</p>	<p>Must meet all requirements:</p> <ul style="list-style-type: none"> - Hospital is sending CCDs for all hospital discharges/transfers with 90% conformance to segment and field completion with accurate data - Hospital electronically receives and staff can view CCDs from providers outside of the health system directly in the hospital EHR - Hospital successfully stores the Master Person Index (MPI) Common Key for all patients in the Electronic Health Record (EHR) used by the hospital and includes the MPI in bi-directional data exchange messages - Hospital successfully implements an automated process for continuing to update new patient records with the MPI Common Key 	<p>\$20,000 per hospital</p>
<p>Milestone 2 – 45 Pilot Nursing Homes (of various vendors) ingest CCD directly into nursing home Electronic Medical Record (EMR) system and store MPI Common Key Identifier</p>	<p>Must meet all requirements:</p> <ul style="list-style-type: none"> - Pilot nursing home electronically receives, and staff can view CCDs from providers outside of their health system directly in the nursing home Electronic Medical Record (EMR) system. - Pilot nursing home successfully stores the Master Person Index (MPI) Common Key for all patients in the nursing home EMR system and includes the MPI in bi-directional data exchange messages - Pilot nursing home successfully implements an automated process for continuing to update new patient records in the nursing home EMR with the MPI Common Key 	<p>\$20,000 per nursing home</p>
<p>-</p>	<p>-</p>	<p>-</p>

Attachment F
Interoperability Expansion for Long Term Care Facilities and Acute Care Hospitals Budget

Budget

This Attachment F is hereby incorporated into the Attachment to Memorandum of Agreement between the NJDOH and NJIT entitled "CDRSS/NJIIS CAPACITY AND SYSTEM ENHANCEMENTS."

I. METHOD OF PAYMENT

A. NJDOH shall make payments on a quarterly basis, as defined at B. below, upon receipt of timely and satisfactory financial and performance reports and NJIT invoices.

B. A quarterly period is defined herein as follows:

1st Quarter: April 1, 2023- June 30, 2023

2nd Quarter: July 1, 2023-September 30, 2023

3rd Quarter: October 1, 2023-December 31, 2023

4th Quarter: January 1, 2024-March 31, 2024

C. NJDOH shall remit final payment within 60 days of acceptance of satisfactory final financial and performance reports.

II. TERM AND BUDGET

The term is March 1, 2023, through July 31, 2024. NJDOH will provide up to \$3,700,000 to Service Provider for the project. A portion of this project is retroactive. Neither party will incur any penalty because of the retroactive period.

Quarterly Payment Schedule

Quarter	Amount
1 st Quarter: Apr 1, 2023 - Jun 30, 2023	\$925,000
2 nd Quarter: Jul 1, 2023 - Sept 30, 2023	\$925,000
3 rd Quarter: Oct 1, 2023 - Dec 31, 2023	\$925,000
4 th Quarter: Jan 1, 2024 - Feb 29, 2024	\$925,000
TOTAL	\$3,700,000

NJIT shall submit a quarterly report and quarterly invoice to the NJDOH upon execution of the Modification incorporating this Attachment and within thirty (30) days of the ending of each quarter.






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Final Audit Report

2023-06-30

Created:	2023-06-29
By:	[REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAABAK3rVjn9vW11hio30L9uKfxH45RmPQeTN

"ELC MOA 3rd Mod LTC feb 28 for signature" History

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-  Document emailed to [REDACTED] for signature
2023-06-29 - 6:55:55 PM GMT
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-  Document e-signed by [REDACTED]
Signature Date: 2023-06-30 - 12:09:29 PM GMT - Time Source: server- IP address: 165.225.8.93
-  Agreement completed.
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